Also, petition of James E. Cowan, St. Louis, Mo., favoring enactment of legislation securing pension for the Missouri Militia; to the Committee on Pensions.

By Mr. ESCH: Petition of the Supreme Council of United Commercial Travelers of America, favoring passage of bill changing the day of the national elections; to the Committee on Election of President, Vice President, and Representatives in Congress.

Also, petition of the Chamber of Commerce of the State of New York, protesting against legislation placing the Board of General Appraisers under any department of the Government; to the Committee on Ways and Means.

Also, petition of the Supreme Council of the Order of United Commercial Travelers of America, favoring the reduction of letter postage to 1 cent; to the Committee on the Post Office and Post Roads.

Also, petition of the Grand Council of Wisconsin, Order of United Commercial Travelers of America, favoring the changing of the general election day to Monday; to the Committee on Election of President, Vice President, and Representatives in Congress.

Also, petition of the Manila Welfare Committee relative to reclaiming and making sanitary the lowlands around Manila; to the Committee on Appropriations.

Also, petition of the Lake Michigan Sanitary Association, favoring appropriation for the investigation of the extent of the pollution of the waters of the Great Lakes; to the Committee on Appropriations.

By Mr. ESTOPINAL: Petition of postal clerks of New Orleans, La., relative to the interpretation of the section of the Post Office appropriation bill relating to classification and advancement of railway postal clerks; to the Committee on the Post Office and Post Roads.

Also, petition of the Southern Agricultural Workers, favoring an appropriation for the eradication of the cow ticks; to the Committee on Agriculture.

Also, petition of the Central Trades and Labor Council of New Orleans, La., protesting against the passage of the amended bill of Mr. KENYON (S. 4043); to the Committee on the Judiciary.

Also, petition of New Orleans (La.) Lodge, No. 161, of the United Brewery Workers of America, protesting against the passage of the Webb-Kenyon liquor bills; to the Committee on the Judiciary.

By Mr. FULLER: Petition of the Illinois Daughters of the American Revolution, favoring the passage of the Cox bill, to prevent desecration of the American flag; to the Committee on the Library.

Also, petition of R. C. Brown, clerk of the United States district court for the southern district of Illinois, favoring passage of House bill 21226, to put such clerks on a salary basis; to the Committee on the Judiciary.

Also, petition of the Lake Michigan Sanitary Association, favoring an appropriation for the investigation of the extent of the pollution of the Great Lakes; to the Committee on Appropriations.

By Mr. LINDSAY: Petition of the Lake Michigan Sanitary Association, favoring investigation of the pollution of the waters of the Great Lakes; to the Committee on Appropriations.

By Mr. MILLER: Petition of citizens of Proctor, Minn., favoring enactment of legislation requiring civil-service examinations for third-class postmasters; to the Committee on the Post Office and Post Roads.

By Mr. MOTT: Petition of the Chamber of Commerce of the State of New York, protesting against placing the Board of General Appraisers under control of the Treasury Department; to the Committee on Expenditures in the Treasury Department.

By Mr. SCULLY: Petition of Capt. J. W. Conwer Post, No. 63, Grand Army of the Republic, favoring the passage of House bill 14070, for relief of veterans whose hearing is defective; to the Committee on Invalid Pensions.

By Mr. SULZER: Petition of the Lake Michigan Sanitary Association, favoring appropriation for investigating the extent of the pollution of the waters of the Great Lakes; to the Committee on Appropriations.

By Mr. WEEKS: Petition of citizens of Boston, favoring enactment of legislation establishing a United States court of appeals; to the Committee on the Judiciary.

By Mr. WILLIS: Petition of the Supreme Council of the Order of United Commercial Travelers of America, favoring the reduction of letter postage to 1 cent; to the Committee on the Post Office and Post Roads.

SENATE.

SATURDAY, *December 7, 1912.*

Prayer by the Chaplain, Rev. Ulysses G. B. Pierce, D. D.

The Secretary proceeded to read the Journal of yesterday's proceedings, when, on request of Mr. CULBERSON and by unanimous consent, the further reading was dispensed with and the Journal was approved.

UNITED STATES COMMERCE COURT (H. DOC. NO. 1081).

The PRESIDENT pro tempore (Mr. BACON) laid before the Senate a communication from the Attorney General, transmitting, pursuant to law, a statement of the expenditures of the appropriation for the United States Commerce Court for the year ended June 30, 1912, etc., which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

MARITIME CANAL CO. OF NICARAGUA (H. DOC. NO. 1044).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, the report of the Maritime Canal Co. of Nicaragua, which, with the accompanying paper, was referred to the Committee on Interoceanic Canals and ordered to be printed.

YORKTOWN CELEBRATION.

The PRESIDENT pro tempore laid before the Senate a communication from the Yorktown Historical Society, which was read and ordered to lie on the table, as follows:

YORKTOWN HISTORICAL SOCIETY
OF THE UNITED STATES,
London, September 28, 1912.

The honorable the SECRETARY OF THE SENATE
OF THE UNITED STATES OF AMERICA,
Washington, D. C., U. S. A.:

The Yorktown Historical Society of the United States requests the honor of the presence of the honorables the Members of the Senate of the United States of America at the annual celebration of the surrender of Gen. Lord Cornwallis to Gen. Washington, to be held at Yorktown on the 19th day of October, 1912, and also on the same date in the year 1913.

R. S. V. P. to the secretary of the society, Mrs. Carroll Van Ness.

PETITIONS AND MEMORIALS.

Mr. GRONNA. I present petitions signed by sundry citizens of Buxton, Valley City, Drayton, Inkster, and Casselton, all in the State of North Dakota, praying for the passage of the Kenyon bill, No. 4043, providing for the ratification of an interstate liquor law. I ask that the body of one of the petitions may be printed in the RECORD in full.

There being no objection, the petitions were ordered to lie on the table, and the body of one of the petitions was ordered to be printed in the RECORD, as follows:

To the Hon. A. J. GRONNA,
United States Senator, Washington, D. C.:

The undersigned, citizens and residents of the State of North Dakota, realizing the evil effects of the liquor traffic and the difficulty of enforcing the prohibition law of this State under the present interstate-commerce law, earnestly request you as our representative to use all legitimate means within your power to secure the passage of the bill known as the "Amended Kenyon bill," No. 4043, which will come up in the United States Senate on December 16 next.

Mr. CLAPP. I present a petition relative to the payment of the balance due the depositors in the Freedmen's Savings & Trust Co. I ask that the statement on the front page be printed in the RECORD and that the rest of the petition be filed.

There being no objection, the petition was referred to the Committee on Education and Labor, and the statement was ordered to be printed in the RECORD, as follows:

This petition is indorsed by the National Baptist Convention, representing two millions and a half communicants; the African Methodist Episcopal Church, representing 800,000 communicants; the Methodist Episcopal Zion Church, representing 600,000 communicants; the National Negro Business League, representing the colored business men throughout the United States; and sundry other citizens and organizations, praying for the enactment of legislation to pay the balance due the depositors in the Freedmen's Savings & Trust Co.

R. JAMES L. WHITE.

Mr. BRISTOW presented a petition of sundry citizens of Scandia, Kans., praying for the enactment of an interstate liquor law to prevent the nullification of State liquor laws by outside dealers, which was ordered to lie on the table.

BILLS AND JOINT RESOLUTION INTRODUCED.

Bills and a joint resolution were introduced, read the first time, and, by unanimous consent, the second time, and referred as follows:

By Mr. CULLOM:

A bill (S. 7637) to authorize the construction of a railroad bridge across the Illinois River near Havana, Ill.; to the Committee on Commerce.

AUTHENTICATED U.S. GOVERNMENT INFORMATION GPO

By Mr. BORAH:
A bill (S. 7638) to provide for State selections on phosphate and oil lands; to the Committee on Public Lands.
By Mr. CULBERSON:
A bill (S. 7639) to provide for the erection of a public building in the city of Bay City, in the State of Texas; to the Committee on Public Buildings and Grounds.
By Mr. BANKHEAD:
A bill (S. 7640) to incorporate the Virginia Terminal Co.; to the Committee on the District of Columbia.
By Mr. JOHNSON of Maine:
A bill (S. 7641) granting a pension to Mary O'Neil (with accompanying papers); to the Committee on Pensions.
By Mr. POMERENE:
A bill (S. 7642) for the erection of a public building at the city of Sandusky, in the State of Ohio, and appropriating moneys therefor; to the Committee on Public Buildings and Grounds.
By Mr. GARDNER:
A bill (S. 7643) granting an increase of pension to Julius A. Record (with accompanying papers);
A bill (S. 7644) granting an increase of pension to William L. Ham (with accompanying paper);
A bill (S. 7645) granting an increase of pension to Charles S. Penley (with accompanying papers); and
A bill (S. 7646) granting an increase of pension to David H. Gray (with accompanying paper); to the Committee on Pensions.
By Mr. CLAPP:
A bill (S. 7648) granting a pension to Lucretia B. Crockett; and
A bill (S. 7649) granting an increase of pension to Giles A. Woolsey; to the Committee on Pensions.
By Mr. HITCHCOCK:
A bill (S. 7650) for the relief of the estate of Samuel Richards; to the Committee on Claims.
By Mr. SANDERS (for Mr. BRADLEY):
A bill (S. 7651) for the relief of the trustees of Bloomfield Lodge, No. 57, Ancient Free and Accepted Masons, of Bloomfield, Ky.; and
A bill (S. 7652) for the relief of the county court of Allen County, Ky.; to the Committee on Claims.
By Mr. McLEAN:
A bill (S. 7653) granting an increase of pension to Lillian A. Loomis (with accompanying papers);
A bill (S. 7654) granting an increase of pension to Ann E. Newport (with accompanying papers); and
A bill (S. 7655) granting an increase of pension to James A. Fancher (with accompanying papers); to the Committee on Pensions.
By Mr. CULBERSON:
A joint resolution (S. J. Res. 143) authorizing the Secretary of War to loan certain tents for use at the meeting of the Imperial Council of the Ancient Arabic Order of the Nobles of the Mystic Shrine to be held at Dallas, Tex., in May, 1913; to the Committee on Military Affairs.

CAMPAIGN CONTRIBUTIONS.

Mr. CLAPP. I introduce a bill and ask that it be read.
The bill (S. 7647) to limit the use of campaign funds in presidential and national elections was read the first time by its title and the second time at length, as follows:

Be it enacted, etc., That hereafter it shall be unlawful for any person, firm, corporation, association, or committee, or any officer or agent of any person, firm, corporation, association, or committee, to send any money or other thing of value from any State or Territory of the United States to any person, firm, corporation, association, or committee in any other State or Territory of the United States, including the District of Columbia, or from any insular possession of the United States to any person, firm, corporation, association, or committee in any State or Territory of the United States, including the District of Columbia, to be used or expended for and on behalf of the nomination or election of a President or Vice President of the United States, or of any Member of the House of Representatives or any Member of the United States Senate: *Provided*, That this act shall not apply to the payment of bills incurred by a national campaign committee in the fitting out and maintenance of speaking campaigns by a candidate for the office of President or Vice President where a train is fitted out and maintained by the national committee; nor shall it include the transportation and hotel expenses of speakers sent out by a national committee, the expenses of literature distributed by a national committee, advertisements marked as such paid for by a national committee, or campaign funds raised for and sent to a national committee properly reported as required by law.

SEC. 2. Any person violating the provisions of the foregoing section shall, upon conviction therefor, be guilty of a misdemeanor and be punished by imprisonment of not less than six months nor more than one year.

Mr. CLAPP. I ask that the bill be referred to the subcommittee of the Committee on Privileges and Elections created under resolutions 79 and 386 of the Senate.

The PRESIDENT pro tempore. It will be so referred, without objection.
Mr. CLAPP. Mr. President, I simply desire at this time to say that the bill is aimed to meet the vice of gathering funds in large centers and in sending them to distant States to influence presidential, congressional, and senatorial elections.
It recognizes the continued existence of the national committee. It recognizes the right of the national committee to receive money from any portion of the country and to use those funds in the maintenance of speakers, literature, and advertising.
It would seem, of course, as though there were many exceptions to the general prohibition. These exceptions are included so as to leave it in the hands of the committee to use the funds for these specified purposes and at the same time to prevent the gathering of large sums in money centers and sending those sums to distant States and Territories.
I have no pride of opinion in the expressions of the bill. I have introduced it, and those who take an interest in the subject may consider the bill, and perhaps as the result of consideration and discussion the bill may be materially perfected.

AMENDMENT TO DEFICIENCY APPROPRIATION BILL.

Mr. CLAPP submitted an amendment proposing to pay the balance due the depositors of the Freedmen's Savings & Trust Co., intended to be proposed by him to the general deficiency appropriation bill; which was referred to the Committee on Education and Labor and ordered to be printed.

OMNIBUS CLAIMS BILL.

The PRESIDENT pro tempore. The morning business is closed.
Mr. CRAWFORD. I ask that the Senate may resume consideration of House bill 19115, known as the omnibus claims bill.
There being no objection, the Senate, as in Committee of the Whole, resumed the consideration of the bill (H. R. 19115) making appropriation for payment of certain claims in accordance with findings of the Court of Claims, reported under the provisions of the acts approved March 3, 1883, and March 3, 1887, and commonly known as the Bowman and the Tucker Acts.
Mr. OLIVER. I offer proposed amendments to the pending bill.
The PRESIDENT pro tempore. The amendments will lie on the table until they are reached in order.
Mr. TOWNSEND. I desire to offer an amendment to the pending bill, to be inserted after line 22, page 264.
The PRESIDENT pro tempore. The Chair is informed that there is now a pending amendment. The Senator from Michigan will withhold his amendment until that is disposed of. The pending amendment is the amendment offered by the Senator from Alabama [Mr. JOHNSTON].
Mr. JOHNSTON of Alabama. I ask the Senator from South Dakota if he has had an opportunity to examine the amendment?
Mr. CRAWFORD. I understood the Senator to say that he offered it with a view to having it printed, so that we might examine it, and I expected the printed copy to be here this morning. I understand that it proposes to repeal a general statute, and is hardly within the scope of this bill.
Mr. JOHNSTON of Alabama. It is exactly within the scope of the bill, because it repeals the statute as to longevity pay only. But if the Senator from South Dakota desires to wait until the printed amendment comes in I shall be perfectly content with that course.
The PRESIDENT pro tempore. The amendment has been printed. There is a copy of the amendment at the desk.
Mr. JOHNSTON of Alabama. The Senator from South Dakota asks that the amendment be again printed?
The PRESIDENT pro tempore. It is now in print.
Mr. CRAWFORD. This amendment was proposed by the Senator from Alabama, I think, before the close of the last session.
Mr. JOHNSTON of Alabama. Yes.
Mr. CRAWFORD. And at that time it was printed. I presume the copy offered yesterday was one of the old copies, printed last spring. The committee in charge of the bill never considered the amendment as printed and offered at the last session. They had no opportunity to do that, because, as I recollect it, the bill had gone through consideration by the committee and the report was all made up and printed, if not actually made when the Senator from Alabama offered the amendment; so it was never considered by the committee. I had not even remembered that it had been proposed until the Senator offered it again yesterday. Whether we have enough old copies to go around I do not know, but the committee have lost track of it. It did not come into their possession until after

they acted on the bill and made their report. I suggested yesterday that it be again printed, so that copies could be furnished to the Members, and I expected to find a copy on my desk this morning, but have not done so.

I do not feel that under those circumstances the committee as a committee can accept the amendment. It has not been considered by the committee. Its purpose is to repeal some statute that has not been considered at all, and it seems to me it would be better to have it presented as an independent proposition and considered as such.

Mr. JOHNSTON of Alabama. Independent of this bill?

Mr. CRAWFORD. Independent of this bill.

Mr. JOHNSTON of Alabama. It is directly in line with this bill. It carries a repeal of that section so far as the items preceding it in this bill are concerned.

Mr. CRAWFORD. What I am seeking to do is to avoid, so far as it is possible to do so, subjects that may involve us in differences and in debate. If we get many such questions in here in connection with the consideration of the bill, I shall have a good deal of doubt about our getting it through.

I do not express any opinion whatever as to the merits of the amendment proposed by the Senator from Alabama, but I do say that it repeals an existing statute. I have not had an opportunity to see that existing statute. It could, it seems to me, more properly be considered if it was presented as an independent proposition to repeal that statute, and it should be considered as an independent bill. Otherwise I do not know how much discussion it may provoke or what it may open up in the way of debate. On that account, I do not feel like consenting.

Mr. JOHNSTON of Alabama. Mr. President, I want to say that this is a modified repeal of section 3480. It has been heretofore passed twice by the Senate as an independent proposition; first, on the 8th of March, 1907; and, again, on the 1st of April, 1908. So the Senate has fully considered the matter in a broader sense than it is offered here to-day, because it is only offered to-day in connection with this longevity pay.

Mr. CRAWFORD. Mr. President, would the Senator from Alabama kindly state in a few words the nature of the amendment and just what it is intended to repeal?

Mr. JOHNSTON of Alabama. I shall be glad to do that. Section 3480 requires the accounting officers to refuse to audit the claims that arose prior to April 13, 1861, which covered all the longevity pay of officers of the Army. Amongst those officers of the Army were a number who went South on the breaking out of hostilities. This amendment simply proposes to repeal that section so far as those officers are concerned. It has no operation upon any others.

Mr. CRAWFORD. I will ask the Senator from Alabama if, as to every officer who was in the Confederate Army and who had taken the military course at West Point, it would not establish the precedent that all of them should come in and receive what we call the longevity allowance, and if it would not involve an expenditure, according to my recollection as to what the Senator from Alabama stated yesterday, of $100,000?

Mr. JOHNSTON of Alabama. Something like that.

Mr. CRAWFORD. Mr. President, that simply means that we are opening the door to the allowance of claims amounting to at least $100,000. It is a matter of conjecture whether it would be $100,000 or a good deal more than $100,000. Without saying one word against the merit of the proposition—it may be that this should be done—I do not believe that, without the matter having been considered by the committee and without its coming in under any existing law, we ought, in considering this bill, to repeal a statute of that kind. If the Senate has acted on it once or twice it may act upon it favorably again; but it seems to me that it would be better to have an independent bill dealing with that repeal standing alone and have it acted upon by this body.

Mr. JOHNSTON of Alabama. Mr. President, the Senator from South Dakota has properly said that this amendment applies only to officers of the Army who resigned and went South to take part in the war between the States. This bill opens the door to all those who remained in the Army. The question of loyalty has long since passed out, and most of those officers are dead and the money will go to their children. It involves a small amount of money—a little over $100,000—and applies to no other class in the world. I do not see why we should hesitate here to grant to these officers for the services they rendered the United States before they retired from the Army the pay that was due them under the laws of the United States.

Mr. CULLOM. I have amendments for two longevity claims at the desk, not from the South, but from the North.

The PRESIDING OFFICER (Mr. WORKS in the chair). There is an amendment pending at the present time.

Mr. CULLOM. I supposed that amendment had been objected to for the present.

Mr. JOHNSTON of Alabama. I am willing for it to lie over for the present until the printed amendment comes in. I shall then insist upon the amendment.

The PRESIDING OFFICER. The Senator from Illinois [Mr. CULLOM] offers an amendment, which will be stated.

Mr. CULLOM. I suppose there will be no objection to these longevity claims.

Mr. CRAWFORD. I hope the Senator from Alabama [Mr. JOHNSTON] will not urge his amendment in connection with this bill. I say that not as one unfriendly, but because I do not think it is fair to the committee, the matter never having been before the present committee in any form. The former bills on this subject were not before the committee and never have been considered by it. I do not think it is fair to the committee to have the amendment put in with this vast number of claims, upon which we have acted at the expenditure of a great deal of time and labor. If the amendments proposed by the Senator from Illinois [Mr. CULLOM] cover longevity claims that have been reported by the Court of Claims——

Mr. CULLOM. Both of them have been so reported.

Mr. CRAWFORD. If they are exactly the same as those allowed yesterday, I shall not object to them.

Mr. CULLOM. They are exactly the same.

Mr. CRAWFORD. I ask that they be read.

The PRESIDING OFFICER. The first amendment proposed by the Senator from Illinois will be read.

Mr. CRAWFORD. I desire also that the findings of the Court of Claims be read.

The PRESIDING OFFICER. The amendment proposed by the Senator from Illinois will first be stated.

The SECRETARY. On page 263, after line 9, under the heading "Illinois," it is proposed to insert:

To Susan Dye Baylies, daughter and only surviving child of William McEntire Dye, deceased, late of the United States Army, and Pearl Walter Dye, widow and sole legatee of John Henry Dye, deceased, who was a son of said William McEntire Dye, $1,616.72, to be proportioned as follows:

To Susan Dye Baylies, of Chicago, Ill., $1,077.81.

To Pearl Walter Dye, $538.91.

Mr. CRAWFORD. I ask that the findings of the Court of Claims be read.

The PRESIDING OFFICER. The Secretary will read as requested.

The Secretary read as follows:

FINDINGS OF FACT.

I. The claimant Susan Dye Baylies is the daughter and only living child of William McEntire Dye, who died intestate in November, 1899, and Pearl Walter Dye is the widow and sole heir under the will of John Henry Dye, a deceased son of said William McEntire Dye. Said John Henry Dye died in April, 1903, leaving a will by which he bequeathed all his property, real and personal, to his widow, Pearl Walter Dye, who is still living. He left no children. Annette M. Dye, the only other child of said William McEntire Dye, died intestate in March, 1904, never having been married and leaving as her sole heir her sister, the said Susan Dye Baylies. The widow of said William McEntire Dye died in 1901.

II. Claimant's decedent, William McEntire Dye, was during his lifetime an officer in the United States Army, having entered the Military Academy as a cadet July 1, 1849. He graduated therefrom and was appointed brevet second lieutenant of Infantry July 1, 1853; was promoted to second lieutenant, Eighth Infantry, November 9, 1854; first lieutenant, February 1, 1856; captain, May 14, 1861; and major, January 14, 1866, and was discharged at his own request September 30, 1870. He served as colonel Twentieth Iowa Infantry from August 1, 1862, to July 26, 1865.

III. Said decedent was paid his first longevity ration from July 1, 1858, and one additional ration for each five years subsequent thereto, and third 10 per cent increase from July 15, 1870.

Under the decision of the Supreme Court in the case of United States v. Watson (130 U. S., 80) said decedent would be entitled to additional longevity allowances, as reported by the Auditor for the War Department, amounting to $1,616.72, which would be divided two-thirds ($1,077.81) to Susan Dye Baylies and one-third ($538.91) to Pearl Walter Dye.

BY THE COURT.

Filed June 17, 1912.
A true copy.
Test this 18th day of June, A. D. 1912.
[SEAL.]

ARCHIBALD HOPKINS,
Chief Clerk Court of Claims.

Mr. CRAWFORD. That is satisfactory. The amendment comes within the rule.

The PRESIDING OFFICER. The question is on the amendment proposed by the Senator from Illinois [Mr. CULLOM], which has just been read.

The amendment was agreed to.

The PRESIDING OFFICER. The next amendment proposed by the Senator from Illinois will be stated.

The SECRETARY. It is also proposed, on page 263, after the amendment just adopted, to insert:

To Thomas J. Medill, of Rock Island, administrator de bonis non of the estate of Thomas J. Rodman, deceased, $2,113.54, as reported by the Court of Claims in House Document No. 850, Sixty-second Congress, second session.

Mr. CRAWFORD. Now I desire that the Secretary read the findings in that case.

The PRESIDING OFFICER. The Secretary will read as requested.

The Secretary read as follows:

FINDINGS OF FACT.

I. The claimant is the duly appointed administrator de bonis non of the estate of Thomas J. Rodman, late brigadier general, United States Army.

II. The claimant's intestate entered the United States Military Academy as a cadet July 1, 1837; was appointed brevet second lieutenant of ordnance July 1, 1841; promoted first lieutenant March 3, 1847; captain, July 1, 1855; major, June 1, 1863; lieutenant colonel, March 7, 1867; and died June 7, 1871, at Rock Island Arsenal, Ill.

III. Claimant's intestate was paid his first longevity ration from July 1, 1846, and one additional ration for each five years subsequent thereto. December 22, 1890, the accounting officers of the Treasury disallowed his claim for longevity increase on account of service as a cadet at the Military Academy.

IV. Under the decision of the Supreme Court in the case of United States v. Watson (130 U. S., 80) said claimant would be entitled to additional allowance, as reported by the Auditor for the War Department, as follows:

First longevity ration, July 1, 1842, to June 30, 1846	$292.20
Second longevity ration, July 1, 1847, to June 30, 1851	292.20
Third longevity ration, July 1, 1852, to June 30, 1856	292.20
Fourth longevity ration, July 1, 1857, to June 30, 1861	438.30
Fifth longevity ration, July 1, 1862, to June 30, 1866	535.70
Sixth longevity ration, July 1, 1867, to July 14, 1870	333.00
Making a total of	2,183.60
from which the following should be deducted:	
Internal-revenue tax	$38.50
Pay and allowances overpaid	31.56
	70.06
Leaving a balance of	2,113.54

Filed June 17, 1912.
A true copy.
Test this 20th day of June, 1912.
[SEAL.] ARCHIBALD HOPKINS,
Chief Clerk Court of Claims.

Mr. CRAWFORD. The committee will accept that amendment, Mr. President.

The amendment was agreed to.

Mr. TOWNSEND. I now ask that the amendment which I proposed be stated.

The PRESIDING OFFICER. The amendment proposed by the Senator from Michigan will be stated.

The SECRETARY. On page 264, after line 22, under the head of "Michigan," it is proposed to insert:

To Sophie M. Guard, executrix of Alexander McCook Guard, deceased, late of the United States Army, $1,499.58.

The PRESIDING OFFICER. The Secretary will read the findings in that case.

The Secretary read as follows:

FINDINGS OF FACT.

I. The claimant, Sophie M. Guard, is a citizen of the United States, residing in Chippewa County, State of Michigan, and is the widow and executrix of Alexander McCook Guard, late an officer in the United States Army.

II. Said decedent, Alexander McCook Guard, entered the United States Military Academy as a cadet July 1, 1866. He was graduated therefrom June 12, 1871, and was appointed second lieutenant, Nineteenth United States Infantry, but did not take the oath of office until August 10, 1871, at which time he was still on graduating leave. He was promoted to be first lieutenant March 20, 1879; captain, February 20, 1891; was placed on the retired list with the rank of major September 8, 1899, and died July 19, 1905.

III. Said decedent was paid his first longevity increase from June 12, 1876, and each subsequent longevity increase was made to commence at intervals of five years following that date. In a settlement by the accounting officers of the Treasury June 29, 1885, he was allowed longevity increase under the Morton and Tyler decisions counting his cadet service from February 24, 1881, and no longevity increase for cadet service prior to that date was allowed by said officers.

IV. Claimant's decedent was paid the difference between the pay of a captain and major, amounting to $784.03, for exercising the command of a major by reason of seniority from June 12, 1898, to March 29, 1899, and this amount would not now, under the act of March 3, 1911 (36 Stats., 1039), be deducted by the accounting officers of the Treasury from any amount found due on account of longevity pay.

V. If the accounting officers of the Treasury now had jurisdiction to settle this claim for longevity allowances there would be deducted from any amount found due the following sums, to wit:

Difference between pay as second lieutenant and cadet erroneously paid from June 15, 1871, to Aug. 9, 1871, 1 month 25 days, at $65.88 per month	$120.78
Half pay on longevity pay for 5 years' service as second lieutenant, not mounted (Brodie decision), from Oct. 8, 1871, to Jan. 31, 1872, 3 months 23 days, at $5.83⅓	21.97
First longevity increase of 10 per cent for 5 years' service as second lieutenant, not mounted (Brodie decision), while absent without leave on Mar. 1, 1874	.39
Making a total of	143.14

VI. Under the decision of the United States Supreme Court in the case of United States v. Watson (130 U. S., 80) said decedent's longevity periods should begin on the following dates: First period, July 1, 1871; second period, July 1, 1876; third period, July 1, 1881; fourth period, July 1, 1886; and the difference between the amounts actually paid to him and the amounts to which he would be entitled under said decision is $1,642.72, from which would be deducted the $143.14 referred to in Finding V, leaving a balance of $1,499.58.

If the amount paid to decedent for difference in pay of a captain and major for exercising higher command by reason of seniority, amounting to $784.03, as set forth in Finding IV, should be deducted from any amount found due on account of longevity pay, the balance would be $715.55.

VII. In June, 1908, a claim was filed with the accounting officers of the Treasury for longevity pay for the period prior to February 24, 1881, in accordance with the decision in the Watson case, but same was not considered for the reason that a previous settlement had been made. The claim was presented to the Sixtieth Congress, and Senate bill 6998, for the relief of the claimant herein, was by resolution of the United States Senate referred to this court under the provisions of the Tucker Act, and said claim was given docket No. 13318, congressional, and was afterwards consolidated with the present claim.

Except as above stated, the claim was never presented to any officer or department of the Government prior to its presentation to the Sixty-second Congress and reference to this court as hereinbefore set forth, and no evidence is adduced to show why claimant did not earlier prosecute said claim.

CONCLUSION.

Upon the foregoing findings of fact the court concludes that the claim herein, not having been filed for prosecution before any court within six years from the time it accrued, is barred. The claim is an equitable one against the United States in so far as they received the benefit of the services of said decedent while a cadet at the Military Academy, which service the Supreme Court, in the case of United States v. Watson (130 U. S., 80), decided was service in the Army.

BY THE COURT.

Filed May 20, 1912.
A true copy.
Test this 27th day of May, 1912.
[SEAL.] JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Mr. CRAWFORD. There is no objection to that amendment.

The amendment was agreed to.

Mr. JOHNSON of Maine. I offer the amendment which I send to the desk.

The PRESIDING OFFICER. The amendment will be stated.

The SECRETARY. On page 263, after line 20, it is proposed to insert:

To George Lemuel Turner, of Portland, Me., $654.61.

Mr. CRAWFORD. What is the last paragraph of the findings of fact in that case.

The PRESIDING OFFICER. The Secretary will read.

The Secretary read as follows:

FINDINGS OF FACT.

I. The claimant herein was officer in the United States Army, having been appointed a cadet at the United States Military Academy July 1, 1870. He graduated therefrom and was appointed second lieutenant Eighteenth United States Infantry June 17, 1874, promoted to be first lieutenant January 16, 1884, and was dismissed November 20, 1890.

II. In the settlement of said claimant's account by the accounting officers of the Treasury he was paid first longevity increase from June 17, 1879, and he was also paid longevity increase for the period from February 24, 1881, to June 30, 1884, and thereafter, but said officers refused to count the service of said claimant as a cadet at the Military Academy in computing longevity pay and allowances for service prior to February 24, 1881.

III. Under the decision of the Supreme Court in the case of United States v. Watson (130 U. S., 80) said claimant's first longevity increase should begin July 1, 1875, and the difference between the amounts actually paid to him and the amount to which he was entitled under said decision is $654.61.

BY THE COURT.

Filed May 13, 1912.
A true copy.
Test this 14th day of May, 1912.
[SEAL.] JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Mr. CRAWFORD. The committee will accept the amendment.

The PRESIDING OFFICER. Without objection, the amendment is agreed to.

Mr. JOHNSON of Maine. At the request of the junior Senator from New York [Mr. O'GORMAN], I offer the amendments which I send to the desk, being claims for longevity pay, together with the findings of the court.

Mr. CRAWFORD. I ask that the amounts be read and then the findings, without all the details.

The PRESIDING OFFICER. The first proposed amendment will be stated.

The SECRETARY. On page 209, after line 4, it is proposed to insert:

To Frank H. Fletcher, $61.52.
To Octavia Cavendy, widow of Joseph S. Cavendy, $73.44.

Mr. CRAWFORD. There are two cases there?

The PRESIDING OFFICER. There are two cases.

Mr. CRAWFORD. Are they both longevity claims or are they overtime claims for work in navy yards? I inquire if the Senator from Maine knows.

Mr. JOHNSON of Maine. The information I have is that they are all for longevity pay.

The PRESIDING OFFICER. The Chair is informed that they are for longevity pay.

Mr. CRAWFORD. I ask that the findings of the court be read.

The Secretary proceeded to read from the findings of the Court of Claims.

Mr. CRAWFORD. I think this is an overtime navy-yard claim, but it has the same merit.

The PRESIDING OFFICER. The Secretary will continue to read the findings, as requested.

The Secretary resumed and concluded the reading, as follows:

FINDINGS OF FACT.

I. Between the 21st day of March, 1878, and the 22d day of September, 1882, the claimants herein or their decedents, and each of them, were in the employ of the United States in the navy yard at Brooklyn, N. Y., during which time the following order was in force:

Circular No. 8.

NAVY DEPARTMENT,
Washington, D. C., March 21, 1878.

The following is hereby substituted, to take effect from this date, for the circular of October 25, 1877, in relation to the working hours at the several navy yards and shore stations:

The working hours will be—

From March 21 to September 21, from 7 a. m. to 6 p. m.; from September 22 to March 20, from 7.40 a. m. to 4.30 p. m., with the usual intermission of one hour for dinner.

The departments will contract for the labor of mechanics, foremen, leading men, and laborers on the basis of 8 hours a day. All workmen electing to labor 10 hours a day will receive a proportionate increase of their wages.

The commandants will notify the men employed, or to be employed, of these conditions, and they are at liberty to continue or accept employment under them or not.

R. W. THOMPSON,
Secretary of the Navy.

II. Said claimants and each of them or their decedents while in the employ of the United States as aforesaid worked on the average the number of hours set opposite their respective names in excess of 8 hours a day and at the wages below stated, to wit:

No. 89. Frank H. Fletcher:
150 hours at $1.76 per day.
131 hours at $1.78 per day, and 2⅝ hours less than 8 hours a day at $1.76 per day.
No. 101. Joseph S. Cavendy:
132 hours at $2.76 per day.
77 hours at $3 per day, and 2⅝ hours less than 8 hours a day at $2.76 per day.

III. If it is considered that 8 hours a day constituted a day's work during the period from March 21, 1878, to September 22, 1882, under said Circular No. 8, then the claimants or their decedents have been underpaid as follows:

Frank H. Fletcher, $61.52.
Octavia Cavendy, widow of Joseph S. Cavendy, $73.44.

IV. The claims herein were never presented to any department or officer of the Government prior to the presentation to Congress and reference to this court as hereinbefore set forth, and no evidence is adduced to show why said claimants did not earlier prosecute their claims.

CONCLUSION.

Upon the foregoing findings of fact the court concludes that the claims herein are not legal ones against the United States, and are equitable only in the sense that the United States received the benefit of the services of said Frank H. Fletcher and said Joseph S. Cavendy in excess of 8 hours a day as above set forth.

BY THE COURT.

Filed May 20, 1912.
A true copy.
Test this 24th day of May, 1912.
[SEAL.]
JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Mr. CRAWFORD. That is an overtime navy-yard claim.

The PRESIDING OFFICER. The correction is made. They are navy-yard claims for overtime.

Mr. CRAWFORD. The findings are in favor of the claimants; and, on behalf of the committee, I accept the amendment.

The PRESIDING OFFICER. Without objection, the amendment is agreed to.

The next amendment, submitted by Mr. JOHNSON of Maine for Mr. O'GORMAN, was stated by the Secretary as follows:

On page 266, after line 5, it is proposed to insert:

"To Henry Catley, of Syracuse, $4,351.29, as reported by the Court of Claims in House Document No. 801, Sixty-second Congress, second session."

Mr. CRAWFORD. What are the findings of the court?

The PRESIDING OFFICER. The Secretary will read:

The Secretary read as follows:

FINDINGS OF FACT.

I. Claimant served as enlisted man, United States Army, from July 3, 1855, to December 31, 1864. He was mustered in as first lieutenant, First Oregon Infantry, January 2, 1865, and mustered out February 9, 1866; was appointed second lieutenant, Sixteenth United States Infantry, February 23, 1866; accepted the appointment May 31, 1866; promoted first lieutenant August 5, 1866, and transferred to the Second Infantry April 17, 1869; promoted captain June 22, 1882, and retired April 17, 1891.

II. In the settlement of claimant's accounts by the accounting officers of the Treasury, he was paid on account of longevity periods as follows: First period, from April 23, 1870; second period, from April 23, 1875; fourth period, from June 18, 1878. September 19, 1883, he was paid longevity increase under the Tyler decision (105 U. S., 244) without taking into account his service as an enlisted man from July 3, 1855, to December 31, 1864.

III. Under the principle of the decision of the Supreme Court of the United States in the case of United States *v.* Watson (130 U. S., 80), and the decision of this court in the case of Stewart *v.* United States (No. 20810, 34 C. Cls. R., 553), claimant's longevity periods should begin on the following dates: First period, May 31, 1866; second period, December 3, 1866; third period, October 25, 1870; fourth period, October 25, 1875; and the difference between the amounts actually paid to him and the amounts to which he was entitled under said decisions for said periods is as follows:

First additional ration from May 31, 1886, to Dec. 2, 1866		$93.00
Second additional ration from Dec. 3, 1866, to July 14, 1870		849.90
Second 10 per cent increase, July 15, 1870, to Oct. 24, 1870		45.83
Third 10 per cent increase from Oct. 25, 1870, to Oct. 24, 1875		1,656.36
Fourth 10 per cent increase from Oct. 25, 1875, to June 18, 1878		795.00
Making a total of		3,440.09
From which the following should be deducted:		
Revenue tax	$47.50	
Amount paid by settlement 6196 of Sept. 19, 1883	48.83	
		96.33
Leaving a balance of		3,343.76

From a debit and credit statement of claimant's account he is entitled to an additional credit of $7.53 for short payments of pay and allowances during his service, which sum, added to the above-named balance, makes $3,351.29.

BY THE COURT.

Filed May 13, 1912.
A true copy.
Test this 29th day of May, 1912.
[SEAL.]
JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Mr. CRAWFORD. The committee will accept that amendment.

The PRESIDING OFFICER. Without objection, the amendment is agreed to.

The next amendment, submitted by Mr. JOHNSON of Maine for Mr. O'GORMAN, was, on page 266, after the amendment just agreed to, to insert:

To Maria T. Knox, administratrix cum testamento annexo of the estate of George T. Balch, deceased, of Troy, $1,017.66.

Mr. CRAWFORD. I ask that the findings of the court be read.

The PRESIDING OFFICER. The Secretary will read as requested.

The Secretary read as follows:

FINDINGS OF FACT.

I. Claimant's decedent, George Thatcher Balch, was during his lifetime an officer in the United States Army, having entered the United States Military Academy as a cadet July 1, 1847. He graduated therefrom and was appointed second lieutenant July 1, 1851; promoted to be first lieutenant July 1, 1854; captain, November 1, 1861, and resigned to take effect December 1, 1865.

II. In the settlement of his accounts the accounting officers of the Treasury allowed said decedent his first longevity ration from July 1, 1856, and one additional ration for each subsequent five years, and made no allowance in computing his longevity allowances for his services as a cadet at the Military Academy.

III. Under the decision of the United States Supreme Court in the case of United States *v.* Watson (130 U. S., 80) said decedent would be entitled to additional allowances, as reported by the Auditor for the War Department, amounting to $1,137.96, from which would be deducted the sum of $120.30 due by him to the United States, leaving a balance of $1,017.66.

BY THE COURT.

Filed May 6, 1912.
True copy.
Attest this 8th day of May, 1912.
[SEAL.]
JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Mr. CRAWFORD. The amendment is accepted by the committee.

The PRESIDING OFFICER. Without objection, the amendment is agreed to.

Mr. MARTINE of New Jersey. Mr. President, I present a similar amendment for longevity pay, together with the findings of the court.

The PRESIDING OFFICER. The amendment will be stated.

The SECRETARY. On page 263, after line 2, it is proposed to insert:

To the Washington Loan & Trust Co., administrator of the estate of James W. Cuyler, deceased, of Washington, $2,431.89.

Mr. CRAWFORD. I ask that the findings of fact be read.

The Secretary read as follows:

FINDINGS OF FACT.

I. The claimant, the Washington Loan & Trust Co., of the District of Columbia, is the duly appointed administrator of the estate of James W. Cuyler, deceased, who, during his lifetime, was an officer in the United States Army, having entered the Military Academy as a cadet July 1, 1860. He graduated therefrom and was appointed first lieutenant of Engineers June 13, 1864; was promoted to be captain March 7, 1867; major, July 17, 1881; and died April 16, 1883.

II. Said decedent was paid his first longevity ration June 13, 1869, and one additional ration for each five years subsequent thereto, and by settlements of the accounting officers of the Treasury, in 1884 and 1885, he was allowed longevity increase under the Tyler and Morton decisions.

Under the decision of the Supreme Court in the case of United States v. Watson (130 U. S., 80) said decedent would be entitled to additional allowances, as reported by the Auditor for the War Department, amounting to $2,444.67, from which would be deducted overpayment of $12.78, leaving a balance of $2,431.89.

III. The claim was presented to the accounting officers of the Treasury at various times and was disallowed in 1883, 1884, 1885, and again in 1910. Except as above stated, the claim was never presented to any officer or department of the Government prior to the presentation to Congress and reference to this court as hereinbefore set forth.

CONCLUSION.

Upon the foregoing findings of fact the court concludes that the claim herein, not having been filed for prosecution before any court within six years from the time it accrued, is barred.

The claim is an equitable one against the United States in so far as they received the benefit of the services of said decedent while a cadet at the Military Academy, which service the Supreme Court, in the case of United States v. Watson (130 U. S., 80), decided was service in the Army.

BY THE COURT.

Filed June 17, 1912.
A true copy.
Test this 24th day of June, 1912.
[SEAL.]
ARCHIBALD HOPKINS,
Chief Clerk Court of Claims.

Mr. CRAWFORD. The amendment is accepted by the committee.

The PRESIDING OFFICER. Without objection, the amendment is agreed to.

Mr. GALLINGER. I offer a trifling amendment for overtime work in the Washington Navy Yard, and will ask that the findings of fact be inserted in the RECORD.

The PRESIDING OFFICER. The amendment will be stated.

The SECRETARY. On page 153, after line 12, under the heading "District of Columbia," it is proposed to insert:

Alfred C. Cassell, $223.38.

Mr. CRAWFORD. What is the finding?

Mr. GALLINGER. The finding is precisely as in the other cases.

Mr. CRAWFORD. Very well; the committee accepts the amendment.

Mr. GALLINGER. I ask that the findings be inserted in the RECORD without reading.

Mr. CRAWFORD. I ask that in each of these cases the clause of the findings which gives the amount be inserted in the RECORD.

The PRESIDING OFFICER. Without objection, that order will be entered. The findings in the case covered by the last amendment will be inserted in the RECORD.

The matter referred to is as follows:

FINDINGS OF FACT.

I. Between the 21st day of March, 1878, and the 22d day of September, 1882, the claimant herein was in the employ of the United States in the navy yard at Washington, D. C., during which time the following order was in force:

Circular No. 8.

NAVY DEPARTMENT,
Washington, D. C., March 21, 1878.

The following is hereby substituted, to take effect from this date, for the circular of October 25, 1877, in relation to the working hours at the several navy yards and shore stations:

The working hours will be—

From March 21 to September 21, from 7 a. m. to 6 p. m.; from September 22 to March 20, from 7.40 a. m. to 4.30 p. m., with the usual intermission of one hour for dinner.

The departments will contract for the labor of mechanics, foremen, leading men, and laborers on the basis of eight hours a day. All workmen electing to labor 10 hours a day will receive a proportionate increase of their wages.

The commandants will notify the men employed, or to be employed, of these conditions, and they are at liberty to continue or accept employment under them or not.

R. W. THOMPSON,
Secretary of the Navy.

II. Said claimant, while in the employ of the United States as aforesaid, worked on the average the number of hours set opposite his name in excess of eight hours a day, and at the wages below stated, to wit: 533½ hours, at $1.50 per day; 231½ hours, at $1.75 per day; 145½ hours, at $2 per day.

III. If it is considered that eight hours constituted a day's work during the period from March 21, 1878, to September 22, 1882, under said Circular No. 8, then the claimant has been underpaid the sum of $223.38.

IV. The claim was never presented to any officer or department of the Government prior to the presentation to Congress and reference to this court as hereinbefore set forth, and no evidence is adduced to show why claimant did not earlier prosecute his said claim.

CONCLUSION.

Upon the foregoing findings of fact the court concludes that the claim herein is not a legal one against the United States, and is equitable only in the sense that the United States received the benefit of the services of said claimant in excess of eight hours a day as above set forth.

BY THE COURT.

Filed May 27, 1912.
A true copy.
Test this 29th day of May, 1912.
[SEAL.]
JOHN RANDOLPH,
Assistant Clerk Court of Claims.

The PRESIDING OFFICER. Without objection, the amendment offered by the Senator from New Hampshire is agreed to.

Mr. STONE. I offer the amendment I send to the desk.

The SECRETARY. On page 264, after line 22, it is proposed to insert:

MISSOURI.

To Simon Lyon, administrator of the estate of John A. Campbell, deceased, of Kansas City, $785.66.

To Martha R. Hitchcock, widow and executrix of Ethan Allen Hitchcock, deceased, of St. Louis, $754.79.

To Louis J. Garesche, of Washington, administrator of the estate of Julius P. Garesche, deceased, $1,366.11.

Mr. CRAWFORD. Is each one of these a longevity case?

Mr. STONE. Each is a longevity claim. I have sent the findings of the court to the desk. These claims are in the exact condition of those which have been accepted by the committee.

Mr. CRAWFORD. Is there a finding in each case?

Mr. STONE. In each case. They are exactly on a par, I will say to the Senator, with the other claims of this kind.

Mr. CRAWFORD. I want the record made complete; that is all.

Mr. STONE. I ask that the report in each case be printed in the RECORD.

Mr. CRAWFORD. I will ask that the reports be printed, and I will not detain the Senate in asking that they be read. But I will state that after they have been printed I will inspect them, and if I find any reason for doing so, I shall move to strike out any item that I may find erroneous.

Mr. STONE. That is all right, but I can not see why the Senator from South Dakota can not say now what the committee will do. He has done so in every other instance.

Mr. CRAWFORD. Certainly. I simply mean to save the time which would be consumed by having the finding in each case read. I certainly do not mean any reflection upon the Senator from Missouri.

Mr. STONE. I give the Senator from South Dakota the assurance that they are on that exact line.

Mr. CRAWFORD. If there is any error, I want the privilege of making the motion to strike out.

Mr. STONE. What disposition is now to be made of the amendment?

Mr. CRAWFORD. The committee is willing to accept it in that way.

Mr. STONE. That is all I ask.

The PRESIDING OFFICER. Without objection, the amendment will be adopted and the reports indicated will be printed in the RECORD.

The reports are as follows:

[House Document No. 803, Sixty-second Congress, second session.]

SIMON LYON, ADMINISTRATOR.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS FILED BY THE COURT IN THE CASE OF SIMON LYON, ADMINISTRATOR OF THE ESTATE OF JOHN A. CAMPBELL, DECEASED, AGAINST THE UNITED STATES.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, May 31, 1912.

Hon. CHAMP CLARK,
Speaker of the House of Representatives.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the Committee on War Claims, House of Representatives, under the act of March 3, 1883, known as the Bowman Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

[Court of Claims. Congressional, No. 15062. Simon Lyon, administrator of the estate of John A. Campbell, v. The United States.]

STATEMENT OF THE CASE.

The claim in the above-entitled case for arrears of increase of pay due on account of the services of John A. Campbell in the United States Army was transmitted to the court by the Committee on War Claims of the House of Representatives on the 12th day of January, 1912.

The case was brought to a hearing on its merits on the 1st day of April, 1912.

Lyon & Lyon appeared for the claimant and the Attorney General, by George M. Anderson, his assistant, and under his direction, appeared for the defense and protection of the United States.

The claimant in his petition makes the following allegations:

That he is a citizen of the United States and a resident of the city of Washington, in the District of Columbia, and is the administrator of the estate of John A. Campbell, who died while serving in the United States Army on the 29th day of October, 1875.

That the aforesaid John A. Campbell, deceased, entered the military service of the United States as a cadet at the Military Academy on the 29th day of October, 1863; appointed second lieutenant June 17, 1867, Second United States Artillery; first lieutenant July 24, 1874, which grade he held until his death on the aforesaid date, and by reason of such service is entitled to longevity pay, computing the time he served at the Military Academy as a cadet, in accordance with the decisions of the Supreme Court of the United States as laid down in the case of United States v. Watson (130 U. S. Rep., p. 80) and United States v. Tyler (105 U. S. Rep., p. 244), which has never been paid to the deceased officer or his heirs.

That application for such longevity increase pay was made to the accounting officers of the Treasury Department by Sophia B. Campbell, his widow, then and now residing at Kansas City, Mo., but said claim was disallowed on the 13th day of July, 1896, on the ground "service

as a cadet under the existing laws and decisions can not be counted in computing longevity pay and allowances for services prior to February 24, 1881," contrary to the decisions of the Supreme Court of the United States in the cases of Watson and Tyler above stated.

Application was again made for same longevity increase pay in accordance with the decision of the Comptroller of the Treasury in the case of Alexander O. Brodie (14 Comp. Dec., p. 795), but this application was disallowed on the 27th day of September, 1909, on the ground that there was no authority of law to reopen an adverse settlement made by a predecessor, irrespective of the fact that the law now favors the settlement of this class of cases.

That there is due the claimant under the law as decided by the Supreme Court of the United States in the cases of United States *v.* Watson and Tyler, above stated, the following amount of longevity increase pay:

First longevity ration, Oct. 19, 1868, to July 14, 1870	$190.20
First 10 per cent increase, July 15, 1870, to June 16, 1872	269.11
Second 10 per cent increase, Oct. 19, 1872, to Oct. 29, 1875	336.17
Total	795.48
Less internal-revenue tax	9.82
Leaving net amount due officer	785.66

That the court, upon the evidence and after considering the briefs and arguments of counsel upon both sides, makes the following

FINDINGS OF FACT.

I. Claimant's decedent, John A. Campbell, after having served as an enlisted man in the Fifth and Third Missouri Infantry, was appointed a cadet in the United States Military Academy and entered same October 19, 1863. He graduated therefrom and was appointed second lieutenant, Second Artillery, June 17, 1867; was promoted first lieutenant July 24, 1874, and died October 29, 1875.

II. In the settlement of said decedent's accounts by the accounting officers of the Treasury he was paid his first longevity increase from June 17, 1872.

Under the decision of the Supreme Court in the case of United States *v.* Watson (130 U. S., 80) he would be entitled to additional longevity allowances as follows:

First longevity ration, Oct. 19, 1868, to July 14, 1870	$190.20
First 10 per cent increase, July 15, 1870, to June 16, 1872	269.11
Second 10 per cent increase, Oct. 19, 1872, to Oct. 29, 1875	336.17
Total	795.48

from which should be deducted $9.82 internal-revenue tax, leaving a balance of $785.66.

BY THE COURT.

Filed May 6, 1912.
True copy.
Attest this 8th day of May, 1912.
[SEAL.] JOHN RANDOLPH,
Assistant Clerk Court of Claims.

[House Document No. 791, Sixty-second Congress, second session.]

MARTHA R. HITCHCOCK, EXECUTRIX.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS, TRANSMITTING A COPY OF THE FINDINGS FILED BY THE COURT IN THE CASE OF MARTHA R. HITCHCOCK, WIDOW AND EXECUTRIX OF ETHAN ALLEN HITCHCOCK, DECEASED, AGAINST THE UNITED STATES.

COURT OF CLAIMS, CLERK'S OFFICE.
Washington, May 31, 1912.

Hon. CHAMP CLARK,
Speaker of the House of Representatives.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the Committee on War Claims of the House of Representatives, under the act of March 3, 1883, known as the Bowman Act.

I am, very respectfully, yours, JOHN RANDOLPH,
Assistant Clerk Court of Claims.

[In the Court of Claims. Congressional, No. 15078. Martha R. Hitchcock, widow and executrix of Ethan Allen Hitchcock, *v.* The United States.]

STATEMENT OF THE CASE.

The claim in the above-entitled case for arrears of increase of pay due on account of the services of Ethan Allen Hitchcock in the United States Army, was transmitted to the court by order of the Committee on War Claims of the House of Representatives on the 30th day of January, 1911.

The case was brought to a hearing on its merits on the 1st day of April, 1912.

Lyon & Lyon appeared for the claimant, and the Attorney General, by George M. Anderson, his assistant and under his direction, appeared for the defense and protection of the United States.

The claimant in her petition makes the following allegations:

That she is a citizen of the United States and at this time residing in the city of Washington in the District of Columbia, and is the widow and executrix of Ethan Allen Hitchcock, who deceased August 5, 1870.

That the aforesaid Ethan Allen Hitchcock, deceased, entered the military service of the United States as a cadet at the Military Academy on the 11th day of October, 1814; promoted third lieutenant, Corps Artillery, July 17, 1817; second lieutenant, Eighth Infantry, February 13, 1818; first lieutenant, October 31, 1818; regimental adjutant, July, 1819, to June 1, 1821; transferred to First Infantry, June 1, 1821; regimental adjutant, July 16, to September 16, 1821; captain, December 31, 1824; major, Eighth Infantry, July 7, 1838; lieutenant colonel Third Infantry, January 31, 1842; colonel Second Infantry, April 15, 1851; resigned October 18, 1855; major general, Volunteers, February 10, 1862; honorably mustered out October 1, 1867; died August 5, 1870, and by reason of such service is entitled to longevity pay computing the time he served at the Military Academy as a cadet in accordance with the decisions of the Supreme Court of the United States as laid down in the case of United States *v.* Watson (130 U. S. Rept., p. 80) and United States *v.* Tyler (105 U. S. Rept., p. 244), which has never been paid to the deceased officer or his heirs.

That application for such longevity increase pay was made to the accounting officers of the Treasury Department, but said claim was disallowed on the 20th day of November, 1890, on the ground "service as a cadet under the existing laws and decisions can not be counted in computing longevity pay and allowances for services prior to February 24, 1881," contrary to the decisions of the Supreme Court of the United States in the cases of Watson and Tyler above stated.

Application was again made for same longevity increase pay in accordance with the decision of the Comptroller of the Treasury in the case of Alexander O. Brodie (14 Comp. Dec., p. 795), but this application was disallowed on the 20th day of April, 1909, on the ground that there was no authority of law to reopen an adverse settlement made by a predecessor, irrespective of the fact that the law now favors the settlement of this class of cases.

That there is due the claimant under the law as decided by the Supreme Court of the United States in the cases of United States *v.* Watson and Tyler above stated, the following amount of longevity increase pay:

Fifth longevity ration, Oct. 11, 1839, to July 16, 1842	$202.00
Sixth longevity ration, Oct. 11, 1844 to July 16, 1847	201.80
Seventh longevity ration, Oct. 11, 1849, to July 16, 1852	202.00
Eighth longevity ration, Oct. 11, 1854, to Oct. 18, 1855	74.60
Ninth longevity ration, Mar. 2, 1867, to Oct. 1, 1867	64.20
Longevity increase on travel pay	14.10
	758.70
Less tax	3.91
Balance	754.79

That the deceased officer was loyal to the United States throughout the War of the Rebellion, he having served in the United States Army through the entire period of said rebellion, and the claimant was born subsequent to said War of the Rebellion.

The court, upon the evidence and after considering the briefs and arguments of counsel upon both sides, makes the following

FINDINGS OF FACT.

I. Claimant's decedent, Ethan Allen Hitchcock, during his lifetime was an officer in the United States Army, having entered the United States Military Academy as a cadet on October 11, 1814. He graduated therefrom and was appointed a third lieutenant, Corps of Artillery, July 17, 1817; promoted to be second lieutenant, February 13, 1818; first lieutenant, October 31, 1818; captain, December 3, 1824; major, Eighth Infantry, July 7, 1838; lieutenant colonel, January 31, 1842; colonel, April 15, 1851, and resigned October 18, 1855.

II. In the settlement of said decedent's longevity pay and allowances the accounting officers of the Treasury refused to count the time he served as a cadet at the Military Academy.

III. Under the decision of the United States Supreme Court in the case of United States *v.* Watson (130 U. S., 80) there would be due to said decedent the sum of $754.79.

BY THE COURT.

Filed May 6, 1912.
True copy.
Attest this 8th day of May, 1912.
[SEAL.] JOHN RANDOLPH,
Assistant Clerk Court of Claims.

[House Document No. 794, Sixty-second Congress, second session.]

LOUIS J. GARESCHÉ, ADMINISTRATOR.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS, TRANSMITTING A COPY OF THE FINDINGS FILED BY THE COURT IN THE CASE OF LOUIS J. GARESCHÉ, ADMINISTRATOR OF J. P. GARESCHÉ, DECEASED, AGAINST THE UNITED STATES.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, May 31, 1912.

Hon. CHAMP CLARK,
Speaker of the House of Representatives.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings filed by the court in the aforesaid cause, which case was referred to this court by the Committee on War Claims, House of Representatives, under the act of March 3, 1883, known as the Bowman Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

[Court of Claims of the United States. Congressional, No. 15529. Louis J. Garesché, administrator of Julius P. Garesché, deceased, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for longevity pay, alleged to be due on account of the service of said decedent in the United States Army, was transmitted to the court by the Committee on War Claims of the House of Representatives on the 18th day of August, 1911, under the act of March 3, 1883, known as the Bowman Act.

The case was brought to a hearing on its merits on the 8th day of May, 1912.

Richard R. McMahon, Esq., appeared for the claimant, and the Attorney General, by George M. Anderson, Esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in his petition makes the following allegations:

That he is a citizen of the United States, residing in Washington, D. C., and is the duly appointed administrator of Julius P. Garesché, late a lieutenant colonel, United States Army.

That said Julius P. Garesché entered the United States Military Academy as a cadet July 1, 1837; was appointed second lieutenant Fourth United States Artillery July 1, 1841; first lieutenant June 18, 1846, and served as such until February 14, 1856; brevet captain and assistant adjutant general November 9, 1855; brevet major and assistant adjutant general May 14, 1861; major and assistant adjutant general August 3, 1861; lieutenant colonel July 17, 1862; he was killed at the battle of Stone River, Tenn., December 31, 1862.

That during the period of the service of said Julius P. Garesché the following statutory provision respecting longevity pay was in force:

"That every commissioned officer of the line or staff, exclusive of general officers, shall be entitled to receive one additional ration per diem for every five years he may have served or shall serve in the Army of the United States." (Act of July 5, 1838, sec. 15, 5 Stat. L., p. 258.)

In the settlement of said decedent's accounts the accounting officers of the Treasury did not count his service at the Military Academy from July 1, 1837, to July 1, 1841, in computing his longevity allowances.

That upon the construction of the act of July 5, 1838, by the Supreme Court of the United States, in the case of United States *v.* Watson (130 U. S., 80), application was made to the proper accounting

officers of the Treasury for a settlement of the longevity pay and allowances due claimant's decedent in accordance with said decision, and, under the rulings then in force, said claim was disallowed October 18, 1890.

That upon the revocation of the ruling of the comptroller that service as a cadet could not be counted in computing longevity pay and allowances, May 18, 1908, the claimant made application to the accounting officers of the Treasury for settlement of the longevity pay and allowances due under the act of July 5, 1838, but, January 14, 1909, the Auditor for the War Department refused to reconsider the settlement of 1890.

That by this action of the accounting officers there has been withheld from claimant's decedent the sum of $1,500 which is justly due.

That the claim has not been assigned or transferred, in whole or in part, and that claimant has all his life been loyal to the Government of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant is the duly appointed administrator of the estate of Julius P. Garesché, late an officer of the Army of the United States.

II. Claimant's decedent entered the United States Military Academy as a cadet July 1, 1837; was graduated therefrom and appointed second lieutenant Fourth Artillery July 1, 1841; first lieutenant, June 18, 1846; brevet captain and assistant adjutant general, November 9, 1855; brevet major and assistant adjutant general, May 14, 1861; major and assistant adjutant general, August 3, 1861; lieutenant colonel and assistant adjutant general, July 16, 1862; and was killed at the battle of Stone River, Tenn., December 31, 1862.

III. In the settlement of said decedent's accounts by the accounting officers of the Treasury he was paid on account of longevity periods as follows: First period, from July 1, 1846; second period, from July 1, 1851; third period, from July 1, 1856; fourth period, from July 1, 1861. November 17, 1890, said accounting officers, under their then existing ruling, refused to count the service of said decedent at the Military Academy in computing his longevity pay and allowances after he became a commissioned officer.

IV. Under the decision of the United States Supreme Court in the case of United States *v.* Watson (130 U. S., 80), said decedent's longevity periods should begin on the following dates: First period, July 1, 1842; second period, July 1, 1847; third period, July 1, 1852; fourth period, July 1, 1857; fifth period, July 1, 1862; and the difference between the amounts paid him and the amounts to which he was entitled under said decision for said periods is as follows:

First longevity ration, July 1, 1842, to June 30, 1846		$292.20
Second longevity ration, July 1, 1847, to June 30, 1851		292.20
Third longevity ration, July 1, 1852, to June 30, 1856		292.20
Fourth longevity ration, July 1, 1857, to June 30, 1861		438.30
Fifth longevity ration, July 1, 1862, to Dec. 31, 1862		55.20
Making a total of		1,370.10
From which the following should be deducted:		
Revenue tax	$1.10	
Other debits of pay and allowances	2.89	
		3.99
Leaving a balance of		1,366.11

BY THE COURT.

Filed May 13, 1912.
A true copy.
Test this 29th day of May, 1912.
[SEAL.]
JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Mr. OLIVER. I offer three amendments, accompanied by the findings in each case.

The PRESIDING OFFICER. The amendments will be stated.

The SECRETARY. On page 266, after line 19, insert:

To Joseph Fornance, executor of the estate of James Fornance, deceased, of Norristown, $1,186.74.

Mr. CRAWFORD. I will say the same in reference to these claims. I will not detain the Senate by asking to have the findings read. I will ask that the findings in each case be printed, and I will accept the amendments on behalf of the committee with the understanding that after the findings are printed, if, on looking them over, I find any error, I reserve the privilege of calling up the matter.

Mr. OLIVER. That is entirely satisfactory.

The PRESIDING OFFICER. The findings of fact will be printed in the RECORD.

The findings of fact are as follows:

FINDINGS OF FACT.

I. Claimant's decedent, James Fornance, was during his lifetime an officer in the United States Army, having entered the United States Military Academy as a cadet September 1, 1867. He graduated therefrom and was appointed second lieutenant, Thirteenth United States Infantry, June 12, 1871; promoted to be first lieutenant June 29, 1872, and captain December 16, 1889.

II. In the settlement of said decedent's accounts the accounting officers of the Treasury refused to allow for the time he served as a cadet at the Military Academy in computing his longevity pay and allowances.

III. Under the decision of the Supreme Court of the United States in the case of United States *v.* Watson (130 U. S., 80) there would be due in addition to the amount already paid to said decedent the sum of $1,186.74, as reported by the Auditor for the War Department.

BY THE COURT.

Filed May 6, 1912.
True copy.
Attest this 8th day of May, 1912.
[SEAL.]
JOHN RANDOLPH,
Assistant Clerk Court of Claims.

The PRESIDING OFFICER. The question is on agreeing to the amendment proposed by the Senator from Pennsylvania.

The amendment was agreed to.

The PRESIDING OFFICER. The next amendment proposed by the Senator from Pennsylvania will be stated.

The SECRETARY. On page 266, after line 19, insert:

To the Union Trust Co., of the District of Columbia, administrator of the estate of William Hemphill Bell, deceased, $2,717.60.

The amendment was agreed to.

The findings of fact are as follows:

FINDINGS OF FACT.

I. The Union Trust Co., of the District of Columbia, claimant herein, is the administrator of the estate of William Hemphill Bell, deceased, who during his lifetime was an officer in the United States Army, having entered the Military Academy as a cadet July 1, 1853. He graduated therefrom and was appointed brevet second lieutenant, Third Infantry, July 1, 1858; was promoted to be first lieutenant, May 14, 1861; captain, June 17, 1862; major and commissary, August 14, 1883; lieutenant colonel and assistant commissary general, December 27, 1892; colonel and assistant commissary general, June 10, 1896; brigadier general and commissary general, November 15, 1897; and retired January 28, 1898. He died October 17, 1906.

II. Said decedent was paid his first longevity ration from July 1, 1863, and one additional ration for each five years subsequent thereto.

Under the decision of the Supreme Court in the case of United States *v.* Watson (130 U. S., 80) said decedent would be entitled to additional longevity allowances, as reported by the Auditor for the War Department, amounting to the sum of $2,717.60.

BY THE COURT.

Filed June 17, 1912.
A true copy.
Test this 18th day of June, A. D. 1912.
[SEAL.]
ARCHIBALD HOPKINS,
Chief Clerk Court of Claims.

The PRESIDING OFFICER. The next amendment proposed by the Senator from Pennsylvania will be stated.

The SECRETARY. On page 266, after the amendment already adopted, insert:

To Benjamin D. Critchlow, of New Brighton, $331.65.

The amendment was agreed to.

The findings of fact are as follows:

FINDINGS OF FACT.

I. The claimant herein, Benjamin Dwight Critchlow, is a citizen of the United States, residing in the State of Colorado, and was at the times hereinafter stated an officer in the United States Army, having entered the United States Military Academy as a cadet July 1, 1861.

He graduated therefrom and was appointed first lieutenant, Thirteenth Infantry, June 23, 1865, and resigned as such January 21, 1869.

II. In the settlement of claimant's account the accounting officers of the Treasury refused to count his service as a cadet in computing his longevity pay and allowances for services prior to February 24, 1881.

III. Under the decision of the United States Supreme Court in the case of United States *v.* Watson (130 U. S., 80) there would be due claimant, as reported by the Auditor for the War Department, the sum of $331.65.

BY THE COURT.

Filed May 6, 1912.
True copy.
Attest this 8th day of May, 1912.
[SEAL.]
JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Mr. CURTIS. I offer an amendment to be inserted on page 233, under the heading "Kansas."

The SECRETARY. On page 233, after line 17, it is proposed to insert:

KANSAS.

To regents of the University of Kansas, $20,000.

Mr. CURTIS. I have sent for the findings of fact in that case, and I hope the chairman will permit the amendment to go in.

Mr. CRAWFORD. If the committee should accept these amendments which have not been before the committee, on all divers and sundry claims, we never would get through. My recollection is, although I am not sure about it, that this claim has been before the committee, and the action of the committee was adverse. What is the title?

Mr. CURTIS. It is for the relief of the State University of Kansas on account of the destruction of the Free State Hotel in the city of Lawrence.

Mr. CRAWFORD. Yes.

Mr. CURTIS. It was reported by the committee four years ago, and the chairman is right; it has been before this committee, but I think no action was taken.

Mr. CRAWFORD. No; the action of this committee was against putting it in the bill.

Mr. SMOOT. It was an adverse report.

Mr. CRAWFORD. It was an adverse report.

Mr. CURTIS. I desire leave to print the findings in the RECORD. I have sent for them; and if there is no objection, I should like to have them printed.

The PRESIDING OFFICER. Does the Senator from Kansas withdraw the amendment for the present?

Mr. CURTIS. No, sir; I do not. I ask for a vote on it.

Mr. CRAWFORD. If I can find it, I think there is a report against the proposed amendment. Unless the Senator from Kansas desires to debate it—I know it has been considered by the committee and the decision of the committee was adverse—I will ask the Senate to sustain the committee in rejecting it.

If the Senator desires to debate it, I will get the records and discuss it.

Mr. CURTIS. I do not think it is necessary to debate it. I want to print the findings in the RECORD. I am perfectly willing to submit the question on a viva voce vote. Whatever the Senate wants to do about it it may do. We discussed the bill five years ago very thoroughly, and of course if the committee has acted unfavorably on the measure——

Mr. CRAWFORD. It has.

Mr. CURTIS. It is likely that the Senate would sustain the committee. I do not think they are right in it. I think they ought to pay this claim.

Mr. CRAWFORD. I call for a vote on the amendment.

The PRESIDING OFFICER. The question is on agreeing to the amendment proposed by the Senator from Kansas.

The amendment was rejected.

Mr. CURTIS. Let the findings of fact be printed in the RECORD.

The findings of fact are as follows:

FINDINGS OF FACT.

I. The claimant, the regents of the University of Kansas, is a corporation created under the laws of the State of Kansas, and was such corporation on the 17th day of February, 1897, and is a State institution for the higher education of young men and women of the State of Kansas who are sufficiently prepared for university work. It has no commercial features and is supported in the main by appropriation made by the Legislature of Kansas. It has also a small income from an endowment fund, receives the proceeds of sale of certain public lands, and has some income from small fees paid by the students of the university.

II. On the 21st day of May, 1856, the New England Emigrant Aid Co. was a corporation duly organized and existing by virtue of an act of the Legislature of the State of Massachusetts and was the owner in fee simple of lots 21 and 23 on Massachusetts Street, city of Lawrence, Territory of Kansas, on which it had theretofore erected and then owned a certain hotel structure with necessary outbuildings, known as the Free State Hotel, or Eldridge House, which building, exclusive of its furniture and exclusive of the land upon which it stood, was reasonably worth the sum of $20,000.

III. On the 5th day of May, 1856, Judge Lecompte convened the United States district court at the town of Lecompton, State of Kansas, and delivered a charge to the grand jury of that court, a portion of which was as follows:

"This Territory was organized by an act of Congress, and so far its authority is from the United States. It has a legislature elected in pursuance of that organic act. This legislature, being an instrument of Congress, by which it governs the capital territory, has passed laws. These laws, therefore, are of the United States authority and making, and all that resist these laws resist the power and authority of the United States, and are therefore guilty of high treason. Now, gentlemen, if you find that any persons have resisted these laws, then you must, under your oaths, find bills against such persons for high treason."

After having been charged by the judge as aforesaid, the grand jury made the following presentment on the said 5th day of May, 1856:

"The grand jury, sitting for the adjourned term of the first district court in and for the county of Douglas, in the Territory of Kansas, beg leave to report to the honorable court that from evidence laid before them, showing that the newspaper known as the Herald of Freedom, published at the town of Lawrence, has from time to time issued publications of the most inflammatory and seditious character, denying the legality of the Territorial authorities, addressing and commending forcible resistance to the same, demoralizing the popular mind and rendering life and property unsafe, even to the extent of advising assassination as a last resort.

"Also, that the paper known as the Kansas Free State has been similarly engaged, and has recently reported resolutions of a public meeting in Johnson County, in this Territory, in which resistance to the Territorial laws, even unto blood, has been agreed upon; and that we respectfully recommend their abatement as a nuisance.

"Also, that we are satisfied that the building known as the Free State Hotel, in Lawrence, has been constructed with a view to military occupation and defense, regularly parapeted and portholed for the use of cannon and small arms, and could only have been designed as a stronghold of resistance to law, thereby endangering a public safety and encouraging rebellion and sedition in the country, and respectfully recommend that steps be taken whereby this nuisance may be removed.

"OMER C. STEWART, *Foreman.*"

A search of the records of the said district court, as they have been preserved, was made by one of the witnesses during the year 1906, but said search failed to disclose that any warrant or process of any kind was issued against the said Free State Hotel by reason of said presentment or indictment so found by the grand jury.

IV. On the 11th day of May, 1856, United States Marshal J. B. Donelson issued the following proclamation:

PROCLAMATION.

To the people of Kansas Territory:

Whereas certain judicial writs of arrest have been directed to me by first district court of United States, etc., to be executed within the county of Douglas; and

Whereas an attempt to execute them by the United States deputy marshal was violently resisted by a large number of citizens of Lawrence; and as there is every reason to believe that any attempt to execute these writs will be resisted by a large body of armed men:

Now, therefore, the law-abiding citizens of the Territory are commanded to be and appear at Lecompton as soon as practicable and in numbers sufficient for the proper execution of the law.

Given under my hand this 11th day of May, 1856.

J. B. DONELSON,
United States Marshal for Kansas Territory.

On said 11th day of May, 1856, a committee of the citizens of the town of Lawrence, Kans., presented the following letter to the governor of the Territory of Kansas:

LAWRENCE CITY, *May 11, 1856.*

DEAR SIR: The undersigned are charged with the duty of communicating to your excellency the following preamble and resolutions adopted at a public meeting of the citizens of this place at 7 o'clock last evening, viz:

Whereas we have the most reliable information from various parts of the Territory and the adjoining State of Missouri of the organization of guerrilla bands, who threaten the destruction of our town and its citizens: Therefore

Resolved, That Messrs. Topliff, Hutchinson, and Roberts constitute a committee to inform His Excellency Gov. Shannon of these facts and to call upon him in the name of the people of Lawrence for protection against such bands by the United States troops at his disposal.

All of which is respectfully submitted.

Very truly, etc.,

C. W. TOPLIFF.
W. Y. ROBERTS.
JOHN HUTCHINS.

Gov. Shannon replied to said letter on May 12, 1856, as follows:

EXECUTIVE OFFICE,
Lecompton, Kans. T., May 12, 1856.

GENTLEMEN: Your note of the 11th instant is received, and in reply I have to state that there is no force around or approaching Lawrence, except the legally constituted posse of the United States marshal and sheriff of Douglas County, each of whom, I am informed, have a number of writs in their hands for execution against persons now in Lawrence. I shall in no way interfere with either of these officers in the discharge of their official duties.

If the citizens of Lawrence submit themselves to the Territorial laws and aid and assist the marshal and sheriff in the execution of process in their hands, as all good citizens are bound to do when called on, they or all such will entitle themselves to the protection of the laws. But as long as they keep up a military or armed organization to resist the Territorial laws and the officers charged with their execution I shall not interpose to save them from the legitimate consequence of their illegal acts.

I have the honor to be, yours, with great respect,

WILSON SHANNON.

On May 14, 1856, the following letter was presented by the said committee to said United States marshal:

LAWRENCE, *May 14, 1856.*

DEAR SIR: We have seen a proclamation issued by yourself, dated 11th day of May, and also have reliable information this morning that large bodies of armed men, in pursuance of your proclamation, have assembled in the vicinity of Lawrence.

That there may be no misunderstanding, we beg leave to ask respectfully that we may be reliably informed what are the demands against us. We desire to state most truthfully and earnestly that no opposition whatever will now or at any future time be offered to the execution of any legal process by yourself or any person acting for you. We also pledge ourselves to assist you, if called upon, in the execution of any legal process.

We declare ourselves to be order-loving and law-abiding citizens, and only await an opportunity to testify our fidelity to the laws of the country, the Constitution, and the Union.

We are informed also that those men collecting about Lawrence openly declare that their intention is to destroy the town and drive off the citizens. Of course we do not believe that you give any countenance to such threats; but in view of the exciting state of the public mind we ask protection of the constituted authorities of the Government, declaring ourselves in readiness to cooperate with them for the maintenance of the peace, order, and quiet of the community in which we live.

Very respectfully,

ROBERT MORROW.
LYMAN ALLEN.
JOHN HUTCHINSON.

J. B. DONELSON,
United States Marshal for Kansas Territory.

To said letter last above, dated May 14, 1856, said United States marshal replied by letter, in which, after making certain charges against the citizens of Lawrence, he used the following language:

"But I must take the liberty of executing all processes in my hands as the United States marshal in my own time and manner, and shall only use such power as is authorized by law."

On the 17th day of May, 1856, the following letter was sent by a committee of the citizens of Lawrence to the United States marshal:

J. B. DONELSON,
United States Marshal, Kansas Territory.

DEAR SIR: We desire to call your attention, as citizens of Kansas, that a large force of armed men have collected in the vicinity of Lawrence and are engaged in committing depredations upon our citizens, stopping wagons, arresting, threatening, and robbing unoffending travelers upon the highway, breaking open boxes of merchandise and appropriating their contents, have slaughtered cattle, and terrified many of the women and children.

We have also learned from Gov. Shannon that there are no armed forces in the vicinity of this place but the regularly constituted militia of the Territory. This is to ask you if you recognize them as your posse and feel responsible for their acts. If you do not, we hope and trust you will prevent a repetition of such acts and give peace to the settlers.

On behalf of the citizens.

C. W. BABCOCK.
LYMAN ALLEN.
J. A. PERRY.

To this letter there was no reply by the marshal.

On said 17th day of May, 1856, a letter as follows was presented to Gov. Shannon by the proprietors of the aforesaid Free State Hotel:

LAWRENCE, KANS. T., *May 17, 1856.*

GENTLEMEN: Having learned that your reason for assembling so large a force in the vicinity of our town to act as posse in the enforcement of the laws rests on the supposition that we are armed against the laws and the officers in the exercise of their duties, we would say that we hold our arms only for our own individual defense against violence and not against the laws or the officers in the execution of the same. Therefore, having no further use for them than our protection is otherwise secured, we propose to deliver our arms to Col. Sumner so soon as he shall quarter in our town a body of troops sufficient for our protection, to be retained by him so long as such force shall remain among us.

Very truly, etc., MANY CITIZENS.

His Excellency WILSON SHANNON, *Governor*, and
J. B. DONELSON, Esq., *United States Marshal for Kansas Territory.*

V. That on the 21st day of May, 1856, said United States marshal, J. B. Donelson, having in his hands a writ for the arrest of certain

persons then residing in said city of Lawrence, organized a posse of several hundred armed men under the pretense of needing the same for making said arrests, and proceeded to said city of Lawrence and camped with said posse near said city; and on the forenoon of said day, leaving said posse in camp, proceeded into said city and made arrests under said writ. That on the afternoon of said day, while the marshal was present, a man went through said posse and dismissed it with the statement that the marshal had no further use for its services, thanking the men and telling them to make out the number of days they had served and that they would be paid. This same man immediately summoned the same men as the posse of Sheriff Jones, the sheriff of Douglas County. That on the afternoon of said day said posse, under the command of the said sheriff, proceeded in a body into said city and destroyed the Free State Hotel by fire, said marshal appearing to give countenance to the same by his presence at the time, and said sheriff announcing immediately prior to the burning of the hotel, while the United States marshal was present, that he was a deputy United States marshal and that he was acting under an order of the United States court for Douglas County, and had a writ from that court; but further than this statement by the sheriff and the fact of the marshal's presence and giving countenance to the acts of the sheriff and the posse, it does not appear that the said sheriff had any official connection with the United States.

VI. On the 22d day of May, 1856, the said posse was again enrolled as the posse of the said United States marshal.

Also, on the said 22d day of May, 1856, a committee of said town of Lawrence, Territory of Kansas, set forth all of the foregoing facts concerning the conduct of said governor, marshal, deputy marshal, and posse in a memorial addressed to His Excellency Franklin Pierce, President of the United States, which was on said last-mentioned day forwarded to said President.

VII. During the said period of time from May 5, 1856, to and including May 21, 1856, there was no armed force in said town of Lawrence making resistance to the laws of the United States, and there was no concerted action among the citizens of the said town of Lawrence, nor any action by the owners of the said hotel building in opposition to the said laws of the United States.

VIII. The said New England Emigrant Aid Co. presented to the Thirty-seventh Congress of the United States, third session, a claim against the United States for the value of said hotel building in the sum of $25,000.

Said company frequently memorialized subsequent Congresses of the United States in different efforts to secure payment of this claim.

IX. On the 17th day of February, 1897, by its deed, the said New England Emigrant Aid Co. assigned and transferred the said claim to the present claimant, the regents of the University of Kansas.

X. This claim was presented to the Fifty-fifth Congress in the sum of $20,000, where it was Senate bill 2677, upon which bill a favorable report was made by the Senate Committee on Claims, being Report No. 763, Fifty-fifth Congress, second session, and the said bill was passed by the Senate of the United States.

A similar bill, S. 76, was presented to the Fifty-sixth Congress, first session, which bill was also reported upon favorably by the Committee on Claims in Report No. 179 of said Congress and session.

The claim was again presented to the Fifty-seventh Congress, first session, where it was Senate bill 687, which last-named bill was on the 12th day of March, 1903, referred to this court for a hearing and determination of facts under and in accordance with the provisions of the act of Congress approved March 3, 1887, as hereinbefore set forth.

BY THE COURT.

Filed January 28, 1907.
A true copy.
Test this 31st day of January, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Mr. OVERMAN. I offer an amendment on behalf of the Senator from West Virginia [Mr. WATSON]. I will say that this is a case which does not fall within the rule adopted by the committee. I do not suppose the Senate, in view of the course adopted, will agree to the amendment. I hope at another time we will get this and similar amendments adopted, because they have merit in them. But just at this time the committee have ruled out all cases of this kind. I want to be frank with the Senate and say that. But on behalf of the Senator from West Virginia, who is not here, I offer the amendment.

The SECRETARY. The Senator from North Carolina [Mr. OVERMAN], on behalf of the Senator from West Virginia [Mr. WATSON], offers an amendment, on page 216, after line 18, to insert:

To the trustees of the Methodist Episcopal Church South, Ravenswood, W. Va., $300.
To the county court of Randolph County, $2,000.

Mr. CRAWFORD. Mr. President, to accept those two amendments would simply mean that we would change the entire character of the report and admit a whole class of claims that the committee declined to insert in the bill, and the Senate has already sustained the committee in that respect. On that account the committee can not accept these amendments, and I shall feel obliged to oppose them.

Mr. BANKHEAD. I should like to ask the chairman of the committee if he is willing to state to the Senate why, on what ground, for what reason, the committee rejected all these claims—these church claims—the justice of which everybody concedes. They ought to be paid. I should like to have the chairman state.

Mr. CRAWFORD. Mr. President, if the Senator from Alabama will do the committee the honor to read their report, in which they have very fully reviewed these claims, he will find exactly what is the position of the committee.

Mr. BANKHEAD. Mr. President——

Mr. CRAWFORD. I will simply say this, if the Senator will permit me to conclude my statement——

Mr. BANKHEAD. Certainly; I will be glad to have the Senator do that.

Mr. CRAWFORD. The Committee on Claims decided that they would follow the rule which has been followed since the first report was made, by Senator Hoar, in regard to educational institutions destroyed during the war, and allow the claims, according to the findings, for all educational institutions, eleemosynary institutions, and churches that were destroyed by the armies of the United States or the military authorities during the war, where the destruction was not the result of war necessity, in battle; and all claims of that character are reported favorably in this bill.

Mr. President, there are a great many claims in the bill as it passed the House that are not for churches destroyed—claims which are not within the rule laid down by Senator Hoar in the case concerning the William and Mary College—but are cold-blooded claims for rent. There is nothing in the rule pertaining to the conduct of war in this country or in any other country, under the rule laid down by Senator Hoar, or in the rules that have been declared since his great report in regard to the college of William and Mary was made, that furnishes any basis whatever for distinguishing a mere commercial claim for the rent of a church from a claim for the rent of a warehouse or the rent of a store.

Now, here is a large class of claims for the rent of churches, and, Mr. President, in the large majority of these cases the findings do not show even when the churches were occupied. The findings do not show whether a church was occupied 24 hours or 4 years. The findings do not show that it was damaged one dollar in the occupation. The findings do not show what kind of church building it was, whether it was 75 years old or 1 year old, whether it cost $20,000 or $500. The findings are absolutely silent with reference to any of these details or any information of that kind and character.

And, Mr. President, that is not all. Oftentimes the men who claim to represent church organizations and are asking for appropriations here are representing church organizations that have been out of existence for years. Some man has himself appointed a trustee 45 or 50 years after the war, and presents an old claim for the rent of a church, and does not even state the year in which it was occupied, does not even state the length of time it was occupied, does not even undertake to specify what kind of building it was; but, claiming to be an elder or trustee of a defunct organization, he brings in a cold-blooded commercial claim here for dollars and cents.

Now, that opens a big question here. The House passed such claims, and we have rejected them. They will have to be considered in conference. The conference committee will have to thrash out these differences and decide which of them they will allow and which they will not allow.

I will say this to the Senator from Alabama: There are some of those claims that personally I would not be adverse to allowing, not because they relate to churches, but because the parties have given us evidence which we ought to have and which we ought to require from them just as we require it from the owner of a store or a warehouse. They have described the building. They have said it was a substantial church building, erected just before the war, 40 feet long, so many feet wide, with a gallery inside, and have described how it was furnished. They have shown that it was occupied, it may be, by the troops of Gen. Sherman as a hospital from the 1st of January of such a year down to the 1st of January of such a year; that the building was worth so much money, that its use and occupation was reasonably worth so much. There we have some facts.

But to throw a lump collection upon Congress, saying that during the war the military forces of the United States occupied a church building at Culpeper or Washington Court House, or in some county somewhere, without saying what kind of a building it was, and not even showing that the organization is now in existence, and appropriate for such claims, is a reckless way to dispose of money out of the United States Treasury.

That is the class of cases and claims that are in dispute, and if we open the door to discuss them here—and there are hundreds of them—this bill will never pass the Senate. If the Senator sustains the committee, and lets the conference between the two Houses take up these cases and thrash them out, sifting each case, and the conferees can come to a conclusion that in this case the Senate amendment ought not to be sustained and in that case it ought to be sustained, we can bring some conclusion back to the Senate and perhaps pass this bill. So I ask the Senator to assist others in sustaining the policy that is followed by this committee.

Mr. BANKHEAD. Mr. President——

The PRESIDING OFFICER. Does the Senator from South Dakota yield to the Senator from Alabama?

Mr. CRAWFORD. I do.

Mr. BANKHEAD. The Senator, the chairman of the committee, has been discussing a question that is not in this proposed amendment at all. It is simply a proposition to pay the Presbyterian Church of Huntsville, not for use and occupation of the church during the war, or anything like that, but for destruction of the church. This church had just been completed, at the beginning of the war, at a cost of $30,000. The Army came into Huntsville and did not occupy this church, but deliberately tore it down and used the brick and material in building chimneys, bake ovens, and other necessary matters around the camp. That is this case.

Mr. CRAWFORD. Will the Senator call my attention to the particular case that he is now mentioning?

Mr. BANKHEAD. It is the Presbyterian Church at Huntsville. I have sent for the papers and the findings of the court.

Mr. CRAWFORD. Was it in the bill as it passed the House?

Mr. BANKHEAD. No. I want to put it in the bill in the Senate.

Mr. CRAWFORD. That is a different thing. Was it ever submitted to the committee?

Mr. BANKHEAD. No.

Mr. CRAWFORD. That is an altogether different thing. If a church at Huntsville, Ala., was destroyed for the purpose of using the material to build a bridge——

Mr. BANKHEAD. It was not to build a bridge.

Mr. CRAWFORD. Or for the construction of winter quarters or for any purpose of that kind, we have allowed claims of that character; but I do not think we should be asked here, after the bill is made up and our report has been presented, to consider such claims which were not submitted to us and which are presented after the bill was made up. There is another time for claims of that character, without bringing such claims in at this time when there is no opportunity on the part of the committee to examine them.

Mr. BANKHEAD. I recognize the force of the suggestion of the chairman of the committee. This claim is 4 or 6 years old—I am not quite sure which—and doubtless it would have been presented to the House but for the fact that the Member representing that district was in very poor health and was unable to attend the sessions of the House when the bill was made up. It never came to my knowledge until within the last few days. I know I ought not to insist on making an exception in this case, but it is a meritorious one if there are merits in any of these cases.

Mr. CRAWFORD. I would not pass judgment upon a report of that kind, but I will simply say to the Senator that we must have a point at which to stop in deciding on the items which shall go in one of these bills. At a later date important matters can be taken up which we have had no opportunity whatever to examine.

Mr. BANKHEAD. I thought from the nature of the Senator's argument the committee, especially the chairman of the committee, had made up their minds that none of these church claims were of much merit and perhaps it was the policy of the committee to reject them at all times. I thought if that was the case we had as well settle it in the Senate now as at any other time. But it appears that I misconstrued the attitude of the chairman of the committee, and in view of the suggestion he has made and in view of the further fact that there will be another Congress in session after this one, I will not ask the Senate to vote on the amendment.

The PRESIDING OFFICER. The question is on the amendment offered by the Senator from North Carolina [Mr. OVERMAN].

Mr. BURTON. Mr. President——

Mr. CRAWFORD. The amendment offered by the Senator from North Carolina was an item for West Virginia. He was offering it for the Senator from West Virginia.

The PRESIDING OFFICER. It was offered by the Senator from North Carolina.

Mr. CRAWFORD. The committee can not accept that amendment, and it was obliged to oppose it because of the rule we have followed in making up this bill.

The PRESIDING OFFICER. Does the Senator from Ohio desire to speak to the amendment?

Mr. BURTON. No; I was not aware that any amendment was pending, the Senator from Alabama having, as I understood him, withdrawn his amendment.

The PRESIDING OFFICER. The pending amendment had been previously offered by the Senator from North Carolina, and it has not been acted upon. The question is on agreeing to the amendment offered by the Senator from North Carolina.

The amendment was rejected.

Mr. BURTON. I desire to offer an amendment which I think will not cause any discussion.

Mr. CRAWFORD. What is it?

Mr. BURTON. It is a claim for longevity pay.

The PRESIDING OFFICER. The amendment will be stated.

The SECRETARY. On page 266, after line 6, insert:

To J. Nelson Caldwell, administrator of the estate of James N. Caldwell, deceased, of Cincinnati, $2,096.82.

Mr. CRAWFORD. The committee can accept that amendment. I have here the finding of the court sustaining it, and it is exactly the same as the other. I will ask that the finding be printed in the RECORD in connection with it.

The PRESIDING OFFICER. The finding will be printed in the RECORD, without objection, and the amendment adopted.

The matter referred to is as follows:

[In the Court of Claims. Congressional, No. 15512. J. Nelson Caldwell, administrator de bonis non of the estate of James N. Caldwell, *v.* The United States.]

STATEMENT OF THE CASE.

The claim in the above-entitled cause for arrears of increase of pay due on account of the services of James N. Caldwell in the United States Army was transmitted to the court by the Committee on War Claims of the House of Representatives on the 3d day of August, 1911.

The case was brought to a hearing on its merits on the 8th day of May, 1912.

Lyon & Lyon appeared for the claimant and the Attorney General, by George M. Anderson, his assistant, under his direction, appeared for the defense and protection of the United States.

The claimant in his petition makes the following allegations:

That he is a citizen of the United States and a resident of the city of Cincinnati in the county of Hamilton, in the State of Ohio, and is the administrator de bonis non of the estate of James N. Caldwell, who died while serving in the United States Army on the 12th day of March, 1886.

That the aforesaid James N. Caldwell, deceased, entered the military service of the United States as a cadet at the Military Academy on the 1st day of July, 1836; brevetted second lieutenant, Second Infantry, July 1, 1840; second lieutenant, First Infantry, August 5, 1840; first lieutenant, March 31, 1847; captain, October 25, 1860; major, Eighteenth Infantry, February 27, 1862; retired December 29, 1863, which grade he held until his death on the aforesaid date, and by reason of such service is entitled to longevity pay, computing the time he served at the Military Academy as a cadet, in accordance with the decision of the Supreme Court of the United States as laid down in the case of The United States *v.* Watson (130 U. S. Rep., p. 80), which has never been paid to the deceased officer or his heirs.

That application for longevity increase pay was made to the accounting officers of the Treasury Department, but said claim was disallowed on the 11th day of November, 1890, on the ground "service as a cadet, under the existing laws and decisions, can not be counted in computing longevity pay and allowances for service prior to February 24, 1881," contrary to the decision of the Supreme Court of the United States in the aforesaid Watson case above cited.

Application was again made for the same longevity increase pay, in acordance with the decision of the Comptroller of the Treasury in the case of Alexander O. Brodie (14 Compt. Dec., p. 795), but this application was again disallowed on the 5th day of February, 1909, on the ground that there was no authority at law to reopen an adverse settlement made by a predecessor, irrespective of the fact that the law now favors the settlement of this class of cases.

That there is due the claimant, under the law as decided by the Supreme Court of the United States in the case of The United States *v.* Watson aforesaid, the following amount of longevity pay:

First longevity ration, July 1, 1841, to June 30, 1845		$292.20
Second longevity ration, July 1, 1846, to June 30, 1850		292.20
Third longevity ration, July 1, 1851, to June 30, 1855		292.20
Fourth longevity ration, July 1, 1856, to June 30, 1860		438.30
Fifth longevity ration, July 1, 1861, to June 30, 1865		438.30
Sixth longevity ration, Mar. 2, 1867, to June 30, 1870		382.70
		2,135.90
Less pay and allowances overpaid	$8.24	
Less internal-revenue tax	30.84	
Total		39.08
Leaving balance due officer		2,096.82

That the court, upon the evidence and after considering the briefs and arguments of counsel upon both sides, makes the following

FINDINGS OF FACT.

I. The claimant, James Nelson Caldwell, is a citizen of the United States, residing in Cincinnati, State of Ohio, and is the administrator de bonis non of the estate of James N. Caldwell, deceased, who during his lifetime was an officer in the United States Army, having entered the United States Military Academy as a cadet July 1, 1836. He was graduated therefrom and appointed brevet second lieutenant, Second Infantry, July 1, 1840; promoted to be second lieutenant, First Infantry, August 5, 1840; first lieutenant, March 31, 1847; captain, October 26, 1850; major, Eighteenth Infantry, February 27, 1862; and was retired December 29, 1863. He died March 12, 1886. He was on active duty from December 29, 1863, to January 18, 1866; from May 25, 1867, to December 31, 1867; and from August 19, 1868, to February 28, 1869.

II. Said decedent was paid his first longevity ration from July 1, 1845, and one additional ration for each five years subsequent thereto, and the accounting officers of the Treasury refused to count his service at the Military Academy in computing his longevity pay and allowances.

III. Under the decision of the Supreme Court in the case of United States *v.* Watson (130 U. S., 80), there would be due said decedent additional longevity allowances, as reported by the Auditor for the War Department, amounting to $2,096.82.

BY THE COURT.

Filed May 13, 1912.
True copy.
Attest this 14th day of May, 1912.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Mr. SMITH of Arizona. I offer an amendment, which I ask may be read.

The PRESIDING OFFICER. The amendment will be read.

The SECRETARY. On page 8, after line 7, insert:

ARIZONA.

To John T. Brickwood, $14,950; Edward Gaynor, $29,000; Theodore Gebler, $10,600; Lee W. Mix, $5,100; Arthur L. Peck, $5,560; Thomas D. Casanega, $900; Joseph de Lusignan, $6,125; and Joseph H. Berger, $4,000, out of any money in the Treasury of the United States not otherwise appropriated, in full compensation for the losses incurred by the destruction in 1899 of their buildings and other property and their removal by the United States authorities from the premises severally owned and occupied by them on what is commonly called the International Strip, in the town of Nogales, Ariz.

Mr. SMITH of Arizona. Mr. President, from the date mentioned in the amendment up until now these men have been struggling to recover the property that they lost by the act of the Government in removing from the international boundary line in the town of Nogales 60 feet of property then owned, controlled, and occupied by the residents of the city whose names appear in the amendment. This property in the town of Nogales had been on what was known or believed to be a Mexican land grant. These owners had purchased from the Mexican authorities and after it was decided that this particular part was not within the grant, the city applied for a town-site patent. Every resident in that city obtained a patent to his land except those on this international boundary on the 60 feet from which their houses were taken and their property utterly destroyed, and the land dedicated to public use. They were the only men in the city who lost by it. In fact, those abutting on them gained by it. The town site went to patent, and these men have been left from that day to this without any relief whatever.

A hearing was had as to the value of this property and it was submitted to the Court of Claims. The Court of Claims, in its findings, said they had no title to the land, which was true enough, and that they had no title whatever to any recovery, but suggested what improvements were on the land and intimated that it would not be altogether wrong to pay for those.

I did not have time to have this placed as a charter amendment in the bill. I made application to go before the committee on my advent to this body in order to present these claims to that committee. This is a question which is going to involve the findings of the court, and at this time, in the present condition of the Senate, I do not wish to delay the proceedings nor to retard the consideration of the pending bill, because it would take me at least an hour to show the Senate that these men are entitled to every cent they claim. I have no doubt that the chairman will inform me whether or not he expects within a reasonable time to bring before the Senate another of these claims bills.

Mr. CRAWFORD. Mr. President, of course I can not answer upon that point, because there will undoubtedly be a new chairman of the Committee on Claims after the 4th of March and the personnel of the committee will change. The Senator from Arizona was very courteous and very considerate about these claims. He came to the chairman of the committee about it last year after he came here. I appreciate his situation in relation to it. The committee has investigated it, however. For instance, in the Brickwood case, here is the finding of the court:

VI. Claimant never had any title to the real estate upon which said buildings and improvements were situated.

And their conclusion is:

Upon the foregoing findings of fact the court concludes that the claim herein is neither a legal nor an equitable one against the United States, and payment rests in the bounty of Congress.

That is practically the situation with reference to the other claims. It would take some time if the Senator from Arizona and myself were to undertake to review each of these cases. I simply desire to say that there was before the committee this report from the Court of Claims, to which the claims had been referred, and the committee investigated the findings in each case, and came to the conclusion that the claims should not go into this bill. Of course I feel obliged to adhere to that conclusion of the committee and to resist the adoption of an amendment which would incorporate the claims in the bill at this time.

Mr. SMITH of Arizona. But, Mr. President, I can not permit the case to leave the present consideration of the Senate without some explanation of the findings of this court. In the Potomac Flats case of this town, reported in One hundred and seventy-fourth United States, under exactly the same conditions, the Supreme Court of the United States held that while they did not have a legal title to the land they held it under a color of title and made improvements in good faith on it and were entitled to recover the value of their improvements, and they did recover in the Potomac Flats case in this city under exactly similar conditions.

The finding of the Court of Claims that these people had no title is technical and unjust, because the record proof in the case shows that most of those people for 25 years had been residents in good faith of that property, one of them receiving a rental of from five to seven hundred dollars a month on his property, and they allow him $2,300 for that. The proof in this record shows that the holdings were worth $20,000, and it is proved by every neighbor he had and every real estate expert there in that part of the country. Though he did not have a valid title from the United States he had lived on this ground under its grace, with the right to claim title ultimately when it gave patents, as it did to every one of his neighbors except him, and they dedicated this to public use.

The Court of Claims say that these people had no legal or equitable title to that ground, in the face of the fact that they gave to every other man in the city a direct Government title to his land and withheld it from these claimants. The Court of Claims come in to tell Congress that the claimants here have no legal or equitable title to anything and that it is a matter merely for the grace of Congress to give them some compensation for this injury done them.

I shall attempt, I think, a shorter cut. At the very first opportunity I shall introduce a bill to relieve these men directly and avoid any questions that can be raised on the Court of Claims finding, for I appreciate the attitude the chairman is in and the difficulties his bill is already giving, not only to himself, but to the Senate and to the House.

So I will for the present withdraw the amendment.

The PRESIDING OFFICER. The amendment offered by the Senator from Arizona is withdrawn.

Mr. MARTINE of New Jersey. Mr. President, yesterday I presented an amendment, which has been printed. It is for longevity pay, and I have here the court findings.

The PRESIDING OFFICER. The Senator from New Jersey offers an amendment, which will be read.

Mr. MARTINE of New Jersey. It is the one I offered yesterday and which has been printed.

Mr. CRAWFORD. It is a claim for longevity pay growing out of the service of an Army officer.

The PRESIDING OFFICER. The amendment will be read.

The SECRETARY. On page 265, after line 9, insert:

To Jane W. Laidley, widow, and Jane A. Oberly, daughter and only child, of Theodore T. S. Laidley, deceased, late of the United States Army, $2,057.95, to be proportioned as follows:

To Jane W. Laidley, of Elizabeth, N. J., $685.98.

To Jane A. Oberly, of Elizabeth, N. J., $1,371.97.

Mr. MARTINE of New Jersey. The court findings I have sent to the desk.

Mr. CRAWFORD. Let the Secretary read the conclusion of the findings.

The Secretary read as follows:

CONCLUSION.

Upon the foregoing findings of fact the court concludes that the claim herein not having been filed for prosecution before any court within six years from the time it accrued is barred.

The claim is an equitable one against the United States in so far as they received the benefit of the service of said decedent while a cadet at the Military Academy, which service the Supreme Court in the case of United States *v.* Watson (130 U. S., 80) decided was service in the Army.

BY THE COURT.

Filed June 17, 1912.
A true copy.
Test this 18th day of June, A. D. 1912.
[SEAL.]

ARCHIBALD HOPKINS,
Chief Clerk Court of Claims.

Mr. CRAWFORD. The committee accepts the amendment.

The PRESIDING OFFICER. Without objection, the amendment is agreed to.

Mr. SMITH of Maryland. I offer the following amendment, and I also send to the desk the findings of the Court of Claims.

The PRESIDING OFFICER. The amendment will be read.

The SECRETARY. On page 50, after line 9, insert:

To the rector of St. Augustine's Roman Catholic Church, of Williamsport, Md., $425.

Mr. CRAWFORD. This amendment was proposed by the Senator from Maryland, as I recall it, at the last session. The claim was considered in the committee, and the findings of the Court of Claims were considered by the committee, and the amendment was not adopted by the committee. It is a case in a class. If it is allowed, a great many others of the same character and kind ought to be allowed.

It was the decision of the committee that the facts as reported with reference to the use and occupation of the church did not bring it within the rule laid down by the late Senator from Massachusetts in the Williams and Mary College case for the destruction of educational buildings or buildings used for religious purposes, but it is a purely commercial claim for rent. Without a finding as to the period during which it was occupied, showing how long it was occupied, with no specification as to the damages, not discriminating at all, I will say to the

Senator, against his State or his claim, it is a part of a class which the committee decided adversely upon.

Mr. SMITH of Maryland. Do I understand the Senator from South Dakota to say that claims shall be rejected, regardless of the recommendation of the Court of Claims? It will be seen by the finding of the Court of Claims that this amount has been recommended as due. I take it for granted that the court investigated the matter and found that it was due by the Government, for they have so stated.

It certainly seems to me that the Court of Claims is of very little use, when after a proper investigation they recommend a claim as a just claim and one that should be paid by the Government, if their recommendation is to be ignored. It does seem to me that their finding ought to be recognized by the Senate. The claim is recognized by the Court of Claims as a proper one, and recommendation is made for its payment.

Mr. CRAWFORD. I will say to the Senator from Maryland that that is hardly a fair statement as to what the Court of Claims has done. The Court of Claims renders no judgment in these cases. The Court of Claims simply reports the facts which they find, and those facts are sent here for the enlightenment of Congress in determining whether or not it will appropriate money.

In many, many of the reports from the Court of Claims they make no recommendation. They find no judgment; they simply report certain facts; and oftentimes they do not report facts which are sufficient to give to Congress the information that is necessary and which ought to be reported before the money is paid out of the United States Treasury.

For instance, with reference to the rent, I think if the Senator as a successful business man were asked to make a payment in the absence of any lease, in the absence of any specific contract to pay for the use and occupation of some building somewhere in his vast business, which he may have had no personal knowledge of but which is reported to him by one of his employees, before he would consent to pay a specific sum of money for the use and occupation of the building he would at least require the claimant to show him how long he had occupied the building. He would simply require the claimant to show him what sort of a building it was, and if the claim was made that his men were occupying it and had done damage to it he would certainly require some specifications as to what the damages were.

I am not discussing this particular case so much as I am cases that come within the class we have acted upon, where, for instance, a claimant puts in a blanket claim for the rent of a church. Claimants do not tell us the year when it was occupied; they just use the general language "during the war"; and they do not tell us what kind of a building it was. I presume you could sell some of these negro churches for $25, and yet they bring in claims here for use and occupation of their building. Whether they were 100 years old or new and substantial buildings, there is absolutely nothing in the findings to show.

I have absolutely no prejudice about this matter. I was only 2 years old when the war began, and there is none of the old feeling about it, so far as I am concerned; but I do insist that when we are paying money out of the Treasury of the United States on these claims, the claimants or their attorneys ought at least to present us the essential facts that are necessary, and would be required between business men when they are asked to pay an obligation. I think the trouble is due to the incompetency and the recklessness of attorneys, who themselves have practically no faith in these claims, but who are just taking a snapshot at them, thinking "we may get something and we may not." If they were trained lawyers they certainly ought to have known how to draw up findings that would cover the necessary facts in a case upon which they were asking an appropriation of money. Over and over again what purport to be findings coming here from the court do not furnish the facts which should be required as the basis for appropriating money out of the United States Treasury.

Mr. SMITH of Maryland. Mr. President, I would say to the Senator from South Dakota that I have no idea that he has any prejudice whatever in this matter. I am quite sure that he is inclined to do his duty as he sees it; but in regard to his suggestion that in many instances no special church was specified, I will say that in this instance the church was specified; the name of it was given and the location was given.

Mr. CRAWFORD. If the Senator will permit me, he is right about that point. I wish to say to him that there are only a few such cases; but there are some claims for church rent where they did describe the building, give its size, and give us some information. I regard those as rather in a class by themselves.

Mr. SMITH of Maryland. I will say to the Senator that this claim is one of that class. This church has been specified——

Mr. CRAWFORD. And we treated them all alike, if the Senator please.

Mr. SMITH of Maryland. And the Court of Claims has decided that this is an equitable claim and that the money is due for rent. Inasmuch as the Government has appointed a Court of Claims to investigate these matters, I assume they have investigated this case; I assume that they found that this church was occupied; I assume that they found that the damage to the church was equal to the amount asked for; and they have made a report here stating that this amount of money is due to this church. It does seem to me that the Court of Claims amounts to nothing if, after they have investigated and reported upon a case, their report should be turned aside.

I would not for a moment question the Senator's feelings in regard to the matter; I am sure he wants to do what is right; I know he does; but it is a matter of judgment as to what is right. I feel that this is a proper claim; I feel that it has been properly adjudicated; that it has been properly examined and reported upon by the Court of Claims; and they say in their report that it is an equitable claim and should be paid.

Mr. CRAWFORD. Mr. President, this is one of the very late findings; I think it was made in January, 1912. There are some claims of a similar character in the bill which have been rejected and will have to be determined in conference.

I hope the Senator from Maryland will be satisfied to allow this claim to remain out of the bill and have these cases which belong to a similar class determined between the two Houses. If they should then decide to allow them, it would give the Senator from Maryland a precedent for his claim; if they should decide against them, the Senator would then know what to expect with reference to his claim. The findings are very recent—January, 1912, as I recall. That is 50 years after 1862. These findings come here in relation to the rent of a church 50 years after the war began. I think the Senator ought to allow this claim to rest in the class with the others.

Mr. SMITH of Maryland. I have no disposition to do anything that would cause confusion, but at the same time I feel that this is a just claim and that it should be allowed. I have no disposition whatever to interfere with the working of the committee; but this is certainly a claim which should be allowed, and so I feel that it is my duty to press it to the furthest extent.

Mr. CRAWFORD. Mr. President, I ask that the amendment be rejected.

The PRESIDING OFFICER. The question is on the amendment offered by the Senator from Maryland.

The amendment was rejected.

Mr. LODGE. Mr. President, I have an amendment here which I desire to offer in regard to a Philippine claim. I send the amendment to the desk. I will say to the Senator from South Dakota that it will take some little time, as I wish to say something about it, and I do not think we have the opportunity to consider the amendment now.

The PRESIDING OFFICER. The amendment will be read.

The SECRETARY. It is proposed to insert:

D. M. Carman, representing the estate of Luis R. Yangko, for rent and repairs of 10 cascos used by the Quartermaster's Department of the United States Army in Manila Bay, $2,876.42.

Mr. LODGE. The amendment has not been adopted by the committee, but the committee, I notice, does not say anything in the report in condemnation of it.

Mr. CRAWFORD. The trouble is that it was not submitted to us until after our main report was made up. I should not want to accept the amendment in behalf of the committee, because the committee never acted upon it. If the Senator from Massachusetts will permit me, the facts reported here are the facts which I reported as a little addendum to the report authorized by the committee, simply for the information of the Senate.

Mr. LODGE. Mr. President, there is no time to go on with the consideration of the amendment now, but I know about this claim because it came before the Philippine Committee, of which I was chairman for many years. We investigated it carefully and reported it favorably, I think, at least once. I believe it is a thoroughly good claim and that it ought to be paid. It has been held equitable by the Court of Claims; it has been approved by the Quartermaster General and by the Secretary of War, and I should like the opportunity to lay it before the Senate because I think it will be adopted by the Senate. The Committee on Claims has not acted upon it. It has simply come in too late for them to embody it in their report. I ask that the amendment may go over now, as it is within a minute of half past 1 o'clock.

Mr. SANDERS. On behalf of the Senator from Kentucky [Mr. BRADLEY], I offer the amendment which I send to the desk.

The PRESIDING OFFICER. The amendment will be stated.

The SECRETARY. It is proposed to insert, under the heading "Kentucky," the following:

To the wardens of Christ Protestant Episcopal Church, Bowling Green, $300.

Mr. CRAWFORD. I will ask that that amendment be printed and lie on the table.

Mr. LODGE. I did not intend to withdraw my amendment. I thought the bill was going over, and I wanted it to go over with my amendment pending, as it is an amendment which I wish to take a few moments to explain, and we have no time now.

The PRESIDING OFFICER. It was understood that the amendment offered by the Senator from Massachusetts was to go over temporarily.

Mr. LODGE. To go over with the bill and be the pending amendment.

The PRESIDING OFFICER. With the bill, exactly.

Mr. CRAWFORD. That is entirely satisfactory. I ask that the amendment submitted by the Senator from Tennessee [Mr. SANDERS] on behalf of the Senator from Kentucky [Mr. BRADLEY] be printed and lie on the table so that I may have an opportunity to examine it.

The PRESIDING OFFICER. It will be so ordered.

IMPEACHMENT OF ROBERT W. ARCHBALD.

The PRESIDENT pro tempore (Mr. BACON) having announced that the time had arrived for the consideration of the articles of impeachment against Robert W. Archbald, the respondent appeared with his counsel, Mr. Worthington, Mr. Simpson, and Mr. Robert W. Archbald, jr.

The managers on the part of the House of Representatives appeared in the seats provided for them.

Mr. GALLINGER. I make the point of no quorum, Mr. President.

The PRESIDENT pro tempore. The Senator from New Hampshire makes the point of no quorum, and the Secretary will call the roll of the Senate.

The Secretary called the roll, and the following Senators answered to their names:

Ashurst	Culberson	McLean	Smith, Ariz.
Bacon	Curtis	Martin, Va.	Smith, Ga.
Bailey	Davis	Martine, N. J.	Smith, S. C.
Borah	Dixon	Massey	Smoot
Brandegee	Gallinger	Myers	Stephenson
Bristow	Gardner	Oliver	Stone
Brown	Gronna	Overman	Sutherland
Bryan	Hitchcock	Owen	Swanson
Burnham	Johnson, Me.	Page	Thornton
Clapp	Johnston, Ala.	Perkins	Tillman
Clark, Wyo.	Kenyon	Perky	Townsend
Clarke, Ark.	La Follette	Richardson	Warren
Crane	Lea	Root	Wetmore
Crawford	Lodge	Sanders	Works

Mr. PAGE. I again announce that owing to continued illness my colleague, the senior Senator from Vermont [Mr. DILLINGHAM], is unable to be present.

Mr. WORKS. The senior Senator from Washington [Mr. JONES] is necessarily absent on business of the Senate.

Mr. LODGE. I desire to announce that the Senator from New Mexico [Mr. CATRON] is absent from the Senate owing to public business, being on the committee investigating the soldiers' home. I make that announcement for the day.

Mr. CULBERSON. In that connection, I will say that the Senator from Oregon [Mr. CHAMBERLAIN] is also absent on the same business of the Senate.

Mr. JOHNSON of Maine. I desire to announce that the junior Senator from New York [Mr. O'GORMAN] is absent on important business of the Senate. I make this announcement for the day.

Mr. MARTINE of New Jersey. I desire to announce that my colleague [Mr. BRIGGS] is absent from the Senate owing to serious illness.

Mr. TOWNSEND. I beg to announce that the senior Senator from Michigan [Mr. SMITH] is absent on business of the Senate.

The PRESIDENT pro tempore. On the call of the roll of the Senate 56 Senators have answered to their names. A quorum of the Senate is present. The Sergeant at Arms will make proclamation.

The Assistant Sergeant at Arms (Mr. Cornelius) made the usual proclamation.

The PRESIDENT pro tempore. The Secretary will read the Journal of the last sitting of the Court of Impeachment.

The Journal of yesterday's proceedings of the Senate sitting as a Court of Impeachment was read.

The PRESIDENT pro tempore. Are there any inaccuracies in the Journal? If not, it stands confirmed. The managers on the part of the House will proceed. Do they desire the last witness recalled?

Mr. Manager DAVIS. Call Mr. Conn.

TESTIMONY OF CHARLES F. CONN—CONTINUED.

Charles F. Conn, having been previously sworn, was further examined, and testified as follows:

Q. (By Mr. Manager DAVIS.) Mr. Conn, when the Senate adjourned last evening we were discussing the draft of the agreement submitted to you by Judge Archbald and produced by Mr. Worthington. You stated that you had made a request of Judge Archbald that you might be permitted to reinspect that paper. When did you make that request?

The WITNESS. Did I make that statement?

Mr. Manager DAVIS. I think I quoted you in substance. Shall I refresh your memory from the RECORD?

Mr. WORTHINGTON. What page? I have the RECORD here.

Mr. Manager DAVIS. I will read from the CONGRESSIONAL RECORD of this morning. The question was asked you:

Had you made a request that you might see it?

And you answered:

I had.

Q. Of whom had you made that request?—A. I think I asked Judge Archbald if I might see it.

Now, the question is, When did you make that request of Judge Archbald, and where?—A. A short time after I testified in the proceedings here I met Judge Archbald on the street in Scranton, and he stated to me that "You were in error in saying that you had not seen the draft of contract"; and he stated that it was in his possession and that I might see it.

Q. Do you remember approximately the date of that interview?—A. I do not.

Q. Have you stated before the Committee on the Judiciary that no draft of such an agreement had ever been submitted to you?—A. I so stated.

Q. You were in error, were you not, in making that statement?—A. I was in error.

Q. How long after that tender on the part of Judge Archbald was it before the paper was exhibited to you?—A. I saw the paper Tuesday morning of this week.

Q. In the city of Washington?—A. Yes, sir.

Q. Why did you wait that length of time before asking for the paper or going to see it?—A. I do not know that I can give any reason.

Q. At the time Judge Archbald told you of his possession of the paper, did he tell you when and how it had come into his possession?—A. I think not.

Q. Did you ask him how it came to be in his possession?—A. I do not think I did. I think I did not.

Q. Was there nothing said which would refresh your recollection as to the manner in which that paper had got out of your custody and again into his?—A. I think not.

Q. You say you think not, Mr. Conn. Can you not be sure as to whether there was or was not any information of that sort communicated to you?—A. No; I can not be sure.

Q. Have you no recollection whatever touching that matter?—A. My recollection is that nothing was said at that time, but I am not positive.

Q. Have you any better recollection than you had yesterday as to the manner in which that paper, having been submitted to you by Judge Archbald, was by you redelivered to him or some representative of his?—A. Not of my own knowledge.

Q. Has anyone refreshed your recollection about it?—A. Not since yesterday.

Q. Well, has anyone refreshed your recollection about it at any time?—A. After Judge Archbald made this statement to me that I was in error in my testimony I went to Wells & Torrey's office, attorneys for the railroad company, and asked Mr. Wells about this contract. My recollection is that he stated that the contract had been given to Judge Archbald's attorneys by him or by the firm.

Q. Who were Judge Archbald's attorneys?—A. Mr. Martin and Mr. Price.

Q. And when had it been given to them by him?—A. That I do not know.

Q. Had it been given to them by him before or after your testimony before the Committee on the Judiciary of the House?—A. I do not know.

Q. Do you know whether it had been given to them by your attorney, Mr. Wells, before or after this inquiry began?—A. I do not.

Q. Do you know when Messrs. Martin and Price first became the attorneys of Judge Archbald?—A. I do not.

Q. They were his attorneys, were they not, and present at the time of the examination had before the Committee on the Judiciary?—A. They were.

Q. And was it not after the beginning of that inquiry that your counsel, Mr. Wells, delivered this paper to them?—A. I do not know.

Q. Does that not refresh your recollection about it? I will withdraw that question and put it in another form. Were Messrs. Martin and Price counsel for Judge Archbald at any time in connection with your purchase of this culm bank and your negotiations with him about it?—A. Not to my knowledge.

Q. In all that transaction Judge Archbald, of course, appeared as his own representative?—A. He did.

Q. Was there any matter, so far as you know, in which they were Judge Archbald's attorneys other than this proceeding?—A. Not so far as I know.

Q. In this contract itself, Mr. Conn, I observe that your company is described as the Erie & Wyoming Valley Railroad Co. Is that a correct designation?—A. No, sir.

Q. What is the corporate name of your concern?—A. The Lackawanna & Wyoming Valley Railroad Co.

Q. It does, however, have a physical connection with the tracks of the Erie Railroad Co., does it?—A. Yes, sir.

Q. And a traffic arrangement with that railroad company?—A. Yes, sir.

Q. You were to pay for this coal, according to the proposition you made, 27½ cents per ton royalty? That is correct, I believe?—A. Yes, sir.

Q. What was your estimate of the cost of the coal to you after that royalty had been paid and the coal had been won from this bank?—A. About 65 cents.

Q. You were at the time purchasing coal from the Erie Railroad Co. and its subsidiaries?—A. Yes, sir.

Q. What were you paying to them per ton at that time?—A. $1.

Q. Did you have any knowledge of the price which had been fixed by the Erie Railroad Co. upon its holdings in the option given to Archbald and Williams?—A. I had.

Q. Before the negotiations were concluded?—A. Yes, sir.

Q. At the time the negotiations were begun had you that knowledge?—A. Not at the beginning of the negotiations; no, sir.

Q. When did you acquire that knowledge?—A. Soon after I received the first letter introducing Mr. Williams I went to Capt. May's office to get information concerning the culm bank and there learned the price of the Hillside interest.

Q. Did Capt. May at that time tell you anything about Judge Archbald's connection with the transaction?—A. I think not.

Q. Will you fix for us again, if possible, the exact date when your attorneys advised you that they would not recommend the title to this property?—A. I can not state that date positively.

Q. You had a conversation with Judge Archbald on the 29th day of November, 1911, in which you and he agreed as to price and terms. How long after that date was it, approximately, when your attorneys gave you this advice?—A. Within a week.

Q. How long was it after they gave you this advice before you communicated it to Judge Archbald?—A. I think that was also within a week.

Q. And after that you heard nothing further from Judge Archbald until you had received the letter from Williams on the 13th of March, 1912, and he came to your office within a few days thereafter. Is that correct?—A. I think I had heard from him during that period, either in conversation, meeting him on the street, or by telephone.

Q. With reference to this transaction?—A. That he was attempting to negotiate for an option from the Everhart heirs.

Q. When did he make the statement to you?—A. I have no way of fixing the time.

Q. How often during that interval did he communicate with you on the subject?—A. Perhaps two or three times.

Q. When was your attention called to the fact that you had made an error in your testimony before the committee with reference to the existence of this paper?—A. I can not fix the date.

Q. Was it before or after you left the city of Washington?—A. It was in Scranton, after I had left Washington.

Q. After you had left Washington. Was Judge Archbald present at your examination before the committee in the city of Washington?

Mr. WORTHINGTON. It is admitted that he was.

Mr. Manager DAVIS. Let me refresh the witness's recollection.

The WITNESS. At the examination of this contract?

Q. (By Mr. Manager DAVIS.) Yes. Was Judge Archbald present at your examination before the Committee on the Judiciary in Washington?—A. He was; yes, sir.

Q. Were Messrs. Martin and Price, his counsel, present at the same time and place?—A. They were.

Mr. Manager DAVIS. You may inquire, gentlemen.

Cross-examination:

Q. (By Mr. WORTHINGTON.) Mr. Conn, when this former contract, which is Exhibit No. 22, was read yesterday, the interlineations were not read. We all understood they were not to be read. I wish you would now read them and state in what lines they occur and what they are, so that the record will show the contract and the interlineations.

And I would like to suggest, Mr. President, that this contract be reprinted in the record of this trial to-day with the interlineations, showing where they occur. Otherwise there will be no means by which the Members of the Senate can tell about these interlineations without going to a great deal of trouble.

Mr. Manager CLAYTON. There is no objection to that, Mr. President. We want all the facts as they are to appear.

The PRESIDENT pro tempore. Without objection, it will be so ordered.

The matter referred to is as follows:

[U. S. S. Exhibit 22.]

[Words in brackets stricken through and words inserted in lieu thereof in italics.]

This agreement, made this — day of December, A. D. 1911, by and between Edward J. Williams and R. W. Archbald, of Scranton, Pennsylvania, of the one part.

And the [Erie and Wyoming Valley Railroad Company] *Lackawanna & Wyoming Valley Power Co.*, a corporation of the State of Pennsylvania, of the other part, witnesseth:

Whereas the said parties of the first part are the owners of a certain culm dump or bank of waste coal and refuse, produced in the mining operations of the late firm of Robertson and Law, at the so-called Katy-did mines and colliery, which dump or bank is located in the vicinity of Moosic, Pennsylvania, and known and called the "Katy-did" culm dump; and whereas the party of the second part is desirous of purchasing the same:

Now, this agreement witnesseth, that for and in consideration of the terms and conditions hereinafter mentioned the parties of the first part do hereby grant, bargain, sell, and convey unto the party of the second part, its successors and assigns, all of the said culm dump, with the right to take, remove, and dispose of the same, subject always as follows; that is to say:

1. It is the purpose of the said party of the second part, and it hereby undertakes and agrees, at some convenient place along the line of [its] *the L. & W. V.* railroad to erect and construct a so-called washery or building, with suitable screens, rolls, chutes, and other appliances for the handling, screening, sorting, cleaning, and preparing for use the coal and material obtained from the said culm dump, with or without the use of water; [and the same to equip with proper scales to the end that an accurate record may be kept of the weight and quantity of the said coal derived from the material taken from the said dump or bank;] all of which material, excepting rock, shall be taken and be passed through the said washery, and afterwards weighed at *scales of R. R. Co. at Scranton* the said washery in the cars when ready for use or, in default thereof shall be accounted and paid for according to the gross ton of material removed from the said dump.

2. For each ton of coal of two thousand two hundred and forty (2,240) pounds obtained from the said dump as aforesaid which will pass over a screen of — inches, square mesh, being of the size commonly known as rice, barley, or bird's-eye, or larger, the said party of the second part shall pay at the rate or royalty of twenty-seven and a half cents (27½¢) a ton; all the material which passes through said screen being regarded as dirt or waste, for which no payment is to be required:

Provided, however, That in the screening, sorting, cleaning, washing, or preparing the said material it shall not be broken down or crushed by the said party of the second part, so as purposely to make any such dirt or waste: and

Provided further, That any such waste material that is used or sold by the said party of the second part for steam or fuel purposes shall be paid for at the same rate as though of the size aforesaid.

3. The said party of the second part shall render monthly statements of the number of tons passed through or cleaned and prepared at the said washery, which statements, in duplicate, shall be mailed to the said parties of the first part, severally, on or before the tenth day of each calendar month for the month then next preceding; and on the twentieth day of each month shall make payment therefor, one-half to each of the said first parties, which the said parties of the first part shall severally receipt for by signing and returning proper vouchers therefor.

4. The said party of the second part agrees to pay at the rate per ton aforesaid for at least twenty thousand (20,000) tons per annum, in equal monthly installments, whether that quantity shall have been removed and obtained from said dump or bank and washed and prepared or not, until all the said material, other than rock, composing the said dump shall have been removed and disposed of, or all the coal to be derived therefrom shall have been paid for. When royalties have been paid in advance and, in the opinion of the party of the second part, payment has been made at the rate aforesaid for all of the coal capable of being obtained from said dump, if there is any dispute between the parties hereto with regard to the same, the matter shall be submitted to three arbitrators, one of whom shall be chosen by the parties of the first part, one by the party of the second part, and the two arbitrators so chosen shall agree on the third arbitrator, and the decision of any two of them shall be binding and conclusive. In case of the neglect or refusal of either party to appoint an arbitrator, the appointment may be made at the instance of the other party by the court of common pleas of Lackawanna County.

5. Where, in the screening, sorting, cleaning, and preparing the said material, any coal above the size of pea coal is obtained, the party of the second part, in addition to the royalty of twenty-seven and a half cents (27½¢) per ton to be paid to the parties of the first part, shall pay to the Hillside Coal and Iron Company, on account of the owners of lot No. "46," from which the said coal was originally mined, the sum of five cents (5¢) per gross ton, in accordance with the terms on which the

said culm dump is sold to the parties of the first part by the said Hillside Coal and Iron Company.

6. The party of the second part shall pay to the parties of the first part, on the execution and delivery of this agreement, the sum of ten thousand dollars ($10,000) as advance royalties, for which the party of the second part, without further payment, shall be entitled to such number of tons of coal, at the rate of twenty-sevon and a half cents (27½¢) a ton, as shall be the equivalent thereof.

7. In case of the failure of the party of the second part for thirty days *after the same are due* to make the payments herein provided for, or to otherwise, for a like period, comply with any of the terms of this agreement, the parties of the first part may forfeit this agreement on thirty days' notice, in writing, of their intention so to do.

8. This agreement shall take effect as of December 1, 1911, from which date the minimum herein provided for shall begin to run.

9. When this agreement shall have been fully complied with by the party of the second part, the parties of the first part, at its request, shall execute an acknowledgment releasing and discharging the said party of the second part from any further obligation thereon.

10. The terms and conditions of this agreement shall be binding upon and operate in favor of the executors, administrators, and assigns of the parties of the first part, and of the successors and assigns of the party of the second part, as though in each instance severally and expressly mentioned.

In witness whereof the parties of the first part have hereunto set their hands and seals, and the party of the second part has hereunto affixed its corporate seal, attested by the signature of its president and secretary, on the day and year first above written.

_____ _____.
_____ _____.
_____ _____.

The WITNESS. The words "Erie and Wyoming Valley Railroad Company" are crossed out and the words "Lackawanna & Wyoming Valley Power Co." are substituted. That is on the first page, second paragraph.

In section 1 the word "its" is stricken out and "the L. & W. V." substituted.

In the margin of the second page "scales of R. R. Co. at Scranton" are inserted.

Mr. Manager CLAYTON. After what word is that insertion?

Mr. WORTHINGTON. It is not after any word. It is in the margin.

The WITNESS. It is in the margin of the page, intended to take the place of these words:

And the same to equip with proper scales to the end that an accurate record may be kept of the weight and quantity of the said coal derived from the material taken from the said dump or bank.

Mr. Manager CLAYTON. That gives me the information that I desire.

The WITNESS. In section 7 the words "after the same are due" are inserted after these words:

7. In case of the failure of the party of the second part for 30 days.

Q. (By Mr. WORTHINGTON.) Are those all?—A. All except two interrogation marks which are in the margin of the paper.

Q. Are all those interlineations which you have just read in lead pencil?—A. Yes, sir.

Q. And the body of the paper is in typewriting, I believe?—A. Yes, sir.

Q. And are all those interlineations in your handwriting?—A. They are.

Q. And how about the interrogation marks? Are you able to identify them?—A. I think they are mine.

Q. Since you have seen that paper and recognized your handwriting, do you now recall having had the paper in your possession and suggesting those changes in the contract in that way?—A. I know, of course, that the paper was in my possession, but I have no recollection of it.

Q. You do not recognize making those changes?—A. I do not.

Q. Or having the paper at all?—A. No, sir.

Q. About how the paper got out of your possession, if I can refresh your recollection, do you not recall that when you saw Judge Archbald in Scranton immediately after the 13th of March last, when you showed him that letter of March 13—that is, since you refused to go on with the contract or consider it any further—he asked you to return that paper to him and you then did so?—A. I have been told I did so. I have no recollection of it.

Q. You have no recollection of it?—A. I have no recollection of returning that paper.

Q. As to the paper being sent around Scranton and sent to your office—you said it was sent to your office while you were away, and by your attorneys, I think you said—Messrs. Wells & Torrey?—A. One of the junior partners of Wells & Torrey brought the paper to my office.

Q. Did you not learn at the same time that the object of that was to find out in whose handwriting these pencil memoranda are?—A. No, sir.

Q. You did not know what the purpose was?—A. No, sir.

Q. When you saw that paper last Tuesday, in whose hands was it?—A. Mr. Archbald, jr.

Q. You said Wells & Torrey were the attorneys for the railroad company. What company did you mean?—A. The Lackawanna & Wyoming Valley Railroad Co.

Q. Mr. Martin and Mr. Price, I believe, are members of the bar of Scranton? That is their residence?—A. They are.

Q. You know them very well, and I presume that they know Judge Archbald?—A. Yes, sir.

Q. When you saw Judge Archbald just after the 13th of March last and showed him the letter of that date from E. J. Williams, did the judge say whether or not that was the first he knew of that letter being sent?—A. Not in those words.

Q. What is your recollection now as to what he did say about it when you exhibited that letter to him?—A. That he had no knowledge of the letter.

Q. If that letter of yours of September 30, 1911, to Judge Archbald, which is in evidence, was photographed at some time, do you have any knowledge as to how it came to be photographed?—A. None whatever.

Q. Was it out of your possession or custody from the time you received it until it was given to the Judiciary Committee?—A. Not to my knowledge.

Q. Did Judge Archbald ever ask you to return any of his letters to you relating to this matter?—A. I think not. He did not.

Q. And, as a matter of fact, you had them in your possession until they were turned over to the Judiciary Committee?—A. Yes, sir.

Q. When Mr. Williams came to your office on or about the 30th of September, 1911, with the letter of that date from Judge Archbald, did you know that he was accompanied by another man, who sat just outside the door where you and Williams were, and was listening to your conversation?—A. I do not think I noticed that there was anyone with him.

Q. Do you know Mr. Pryor, who was examined as a witness here yesterday?—A. I do.

Q. Do you know whether or not he came with Mr. Williams and sat just outside the door while you were talking with Pryor?—A. I could not say.

Q. And listening to your conversation?—A. I do not know.

Q. Had Mr. William P. Boland had any conversation with you about this culm bank before you had any conversation with Judge Archbald about it?—A. He had spoken to me of a culm bank a short time before these negotiations began, but I am not sure whether he identified this particular property or not.

Q. When you say "shortly before these negotiations began" what do you refer to?—A. The receipt of the letter introducing Mr. Williams.

Q. What was your conversation with Mr. Boland about a culm bank, whether he mentioned the particular bank or not?—A. He asked if we would be interested in the purchase of a culm bank which could be reached from our own tracks, and I answered that we would be.

Q. Did you have any knowledge at the time of this transaction that the letter of Judge Archbald to you was the result of a suggestion that Mr. William P. Boland made to Williams, after his talk with you?—A. None whatever.

Q. You did not know it?—A. No, sir.

Q. If I understand about the price you were paying or were to pay if you had taken this Katydid bank, you were to pay 27½ cents per ton of coal?—A. Of coal.

Q. It was not for material in the bank, but only for the coal, was it?—A. Coal shipped.

Q. Was the price you were to pay the estimate you had made of the quantity of it? Did you make any computation as to how you would come out as compared with how you would stand when buying the same quantity of coal from the Erie Railroad or its subsidiaries?—A. I figured that we would save 30 or 35 cents a ton.

Mr. WORTHINGTON. Mr. Secretary, will you show the witness the letter of March 13, 1912? I have not the number of the exhibit.

Mr. SIMPSON. Exhibit No. 4.

Q. (By Mr. WORTHINGTON [exhibiting paper].) I want you to designate that the top of the paper on which that letter was written appears to have been cut off. I wish to ask you whether or not that was done while the paper was in your possession?—A. It was not.

Q. It is in the same condition now as when you received it?—A. Precisely.

Q. Was any suggestion made to you at any time by Judge Archbald that his connection with this matter was to be kept quiet and covered up in any way?—A. No, sir.

Q. Was any such suggestion made to you by anybody?—A. No, sir.

Q. Was there, in fact, any concealment of his connection with the matter, on your part or on the part of anybody, so far as you know?—A. There was not.

Q. As a matter of fact, did you not tell Mr. Rittenhouse when you engaged him to look at the bank and tell you what the quantity of coal was, or estimate it for you, you sent him to Judge Archbald to get information about the title or something else connected with the bank?—A. I do not recall doing that.

Q. You do not remember that?—A. No, sir.

Q. You were asked yesterday by one of the Senators as to whether Judge Archbald told you he had a personal interest in this matter. You recollect that in his letter of September 30 he said that he and Mr. Williams were the parties interested?—A. Yes, sir.

Q. Did he at any time limit or alter the statement he had made to you in that way in the letter which opened the negotiations?—A. No, sir.

Q. In this connection, do you recollect whether or not in the contract as it was submitted to you and as prepared by him, coming from him, it said:

This agreement made this — day of December, A. D. 1911, by and between Edward J. Williams and R. W. Archbald, of Scranton, Pa., of the one part—

And so on?

Mr. Manager DAVIS. The agreement itself is the best evidence of the contract.

Mr. WORTHINGTON. Perhaps that is true; but I want to have that appear in this connection.

Mr. Manager CLAYTON. Do it when the argument comes to be made.

Mr. WORTHINGTON. That is all, Mr. President.

Redirect examination:

Q. (By Mr. Manager DAVIS.) Mr. Conn, you say you were informed by some person unnamed that you had redelivered this tentative draft to Judge Archbald at the time of his interview with you in March, 1912. By whom were you so informed?—A. I think Mr. Archbald, jr., made that statement when I saw the paper on Tuesday.

Q. On Tuesday last in the city of Washington?—A. Yes, sir.

Q. That is, Mr. Archbald, who is one of the counsel at the table?—A. Yes, sir.

Q. Was that statement confirmed to you by any other person?—A. I think not.

Mr. Manager DAVIS. That is all, I believe, Mr. President.

Mr. Manager CLAYTON. Mr. President, this witness may be discharged.

Mr. WORTHINGTON. We agree.

The PRESIDENT pro tempore. The witness is discharged.

DEPOSITION OF E. J. WILLIAMS BEFORE WRISLEY BROWN.

Mr. Manager STERLING. Mr. President, we now propose to read such portions of the deposition of E. J. Williams taken at Scranton by Mr. Brown as we think contradict his statement on the examination here. I will ask the Clerk to read the part we have marked.

Mr. WORTHINGTON. Let me say, Mr. President, that we have gone over this with the manager and we agree that the passages which he has marked and which are about to be read come within the ruling which you made yesterday and they may be read for the purpose indicated, not, of course, withdrawing our contention that they are not competent. We also, of course, reserve the right, if after reading the whole deposition, we think that something else which is in it should go in in connection with it, to then offer it ourselves to make it complete.

Mr. Manager STERLING. There is no objection, I think, to reading from the printed copy.

Mr. WORTHINGTON. Not at all. I should like to have the original, if it is here, to follow the reading with.

The PRESIDENT pro tempore. The Secretary will proceed to read.

The SECRETARY. Reading from the printed copy of hearings before the Judiciary Committee of the House of Representatives, page 218:

SCRANTON, PA., *March 16–17, 1912.*

Mr. BROWN. Will you please state to me the circumstances under which a promissory note for $500, signed by Judge Archbald, was presented to Mr. W. P. Boland for discount while Mr. Boland was involved in litigation then pending before this judge?

Mr. WILLIAMS. We had an option on 1,000,000 acres of land, and I went to see Judge Archbald about it, and talked to him about it, and he says to me, "Could I see the option?" I said, "Yes, sir"; and brought the papers there, and he looked them up. I said to him, "What do you think of them?" "They are all right, first class." "Would you like to pay some money in this, Judge?" "Yes, sir; I will tell you what I will do, I will give you a note to discount for $500." I says to him then, "I will take this note to the Bolands." "All right," he says.

Mr. BROWN. Did this suggestion to take the note to the Bolands come from Judge Archbald?

Mr. WILLIAMS. No; I suggested that to him.

Mr. BROWN. What was his reply?

Mr. WILLIAMS. He said, "Yes; you can take it to them."

Mr. BROWN. Up to the time you suggested taking the note to the Bolands for discount Judge Archbald had made no suggestions relative to the party by whom the note should be discounted?

Mr. WILLIAMS. No; he did not.

Mr. BROWN. So that the idea of having the Bolands discount the note was your own?

Mr. WILLIAMS. I suggested it, as I told William to-day about that.

Mr. BROWN. The judge approved of it?

Mr. WILLIAMS. Yes, sir; he approved of it.

Mr. BROWN. To whom was the note made payable?

Mr. WILLIAMS. To John Henry Jones.

Mr. BROWN. Was Jones a partner in the Venezuelan transaction? What are the interests of the several parties to this transaction?

Mr. WILLIAMS. Each of us owned one-third.

Mr. BROWN. Each of you invested $500?

Mr. WILLIAMS. Me and the judge invested the money.

Mr. BROWN. What part has Jones in the deal?

Mr. WILLIAMS. He went down there.

Mr. BROWN. He contributed his services?

Mr. WILLIAMS. Yes, sir.

Mr. BROWN. You and Judge Archbald contributed the money?

Mr. WILLIAMS. Yes, sir.

Mr. BROWN. Did you know at the time you presented the note to Boland that he was a party defendant in a case pending before Judge Archbald?

Mr. WILLIAMS. Yes, sir.

* * * * * * *

Mr. BROWN. Mr. Williams, will you please state to me, in detail, the circumstances which led up to the Katydid culm-bank transaction?

Mr. WILLIAMS. Yes, sir. Mr. Boland said I know where there is a culm bank, but at the time he did not know it was in two parts. He knew that I knew that Robertson owned one part.

Mr. BROWN. What do you mean by one part? You mean one-half interest in the whole bank?

Mr. WILLIAMS. Yes; he owned one-half interest in the whole bank. I got a verbal option from Robertson, and then we went to the judge, and Robertson asked him, "Who is your partner in this?" I said, "The judge."

Mr. BROWN. Just a moment. State what occurred when you went to the judge the first time.

Mr. WILLIAMS. I went over to the judge; I said to him: "Now, I can get one-half of the Robertson control and I would like to get the other one-half from Capt. May." He says: "I will give you a good recommendation to get it." I went to see Capt. May, and he did not give it to me on the first time, but the second time he did.

Mr. BROWN. You said you went to Capt. May with the letter from Judge Archbald. What was the substance of that letter?

Mr. WILLIAMS. He recommended me as a man that could handle it all right.

Mr. BROWN. At this time had you agreed with the judge that he should have a part interest in this deal?

Mr. WILLIAMS. Yes, sir.

Mr. BROWN. Did Capt. May so understand it?

Mr. WILLIAMS. Yes, sir.

Mr. BROWN. The letter indicated that the judge was interested?

Mr. WILLIAMS. I told Capt. May that he was. The letter did not indicate that.

Mr. BROWN. He didn't tell you to tell Capt. May that he was interested in the transaction?

Mr. WILLIAMS. Yes; he did.

Mr. BROWN. You saw Capt. May, and Capt. May refused to grant the option?

Mr. WILLIAMS. Yes: at first.

Mr. BROWN. What did he say to you on this occasion?

Mr. WILLIAMS. He said he didn't want to sell it.

Mr. BROWN. Didn't he say why he didn't want to sell at any price?

Mr. WILLIAMS. No, sir.

Mr. BROWN. At the first conference with May you didn't discuss the consideration?

Mr. WILLIAMS. Yes; I did.

Mr. BROWN. Give me a statement of just what took place at the first conference with May.

Mr. WILLIAMS. I told Mr. May that I got the other one-half from Mr. Robertson, and now I was coming to see him about getting the other part. Mr. Robertson offered his to the Erie many times before.

Mr. BROWN. On what basis?

Mr. WILLIAMS. For so much money.

Mr. BROWN. How much?

Mr. WILLIAMS. The Erie refused to buy Robertson's equity.

Mr. BROWN. Did Capt. May explain why the Erie did not care to purchase Robertson's equity?

Mr. WILLIAMS. They could not handle it through their washery. The washery was out of the way.

Mr. BROWN. They didn't want to buy Robertson's equity, but they didn't want to dispose of their own equity. Didn't Capt. May intimate to you either expressly or impliedly that it was against the policy of the road to dispose of their interest in this culm bank?

Mr. WILLIAMS. Yes; he said he was not willing to do it.

Mr. BROWN. Didn't he give you any idea on which he based his reluctance to negotiate?

Mr. WILLIAMS. No; he was very short.

Mr. BROWN. You mean his manner was abrupt?

Mr. WILLIAMS. Very abrupt; yes.

Mr. BROWN. He didn't seem to want to transact business with you at all?

Mr. WILLIAMS. No, sir.

Mr. BROWN. You left him with the impression that his decision was final?

Mr. WILLIAMS. Yes; I went to the judge right away.

Mr. BROWN. What did the judge say?

Mr. WILLIAMS. The judge says, "I know their lawyer, Mr. Brownell, I will see him about it. You go back to him again and see him about it to-morrow." I went back to him, and in the meantime, as I remember, the judge met him and spoke to him about it.

Mr. BROWN. What did the judge say to you? Give me a complete statement of just what occurred when you went back to the judge after having seen May.

Mr. WILLIAMS. I don't remember exactly. The judge got excited, and he says, "Well, I will go and see Brownell; I am well acquainted with him, and I might hurt him for his refusal to give such a small thing."

Mr. BROWN. Is that all he said?

Mr. WILLIAMS. That is all. He told me, "I got some cases here now for them that I have just decided."

Mr. BROWN. Cases for whom?

Mr. WILLIAMS. The Erie Co.

Mr. BROWN. What else did he say?

Mr. WILLIAMS. I took ahold of the brief and looked at it.

Mr. BROWN. Of what brief?

Mr. WILLIAMS. Of the lighter brief. Some overcharges that they had made on the lighters. I asked him what is a lighter. "It carries the railroad cars over the river," he says.

Mr. BROWN. You say the judge was preparing a brief at the time for the Erie Co.; you saw the brief?

Mr. WILLIAMS. The brief was there.

Mr. BROWN. In what form; printed or typewritten?

Mr. WILLIAMS. Printed.

Mr. BROWN. It had been completed?

Mr. WILLIAMS. Yes, sir.

Mr. BROWN. It did not appear that the judge had written the brief?

Mr. WILLIAMS. It was there.

Mr. BROWN. Did he tell you that he had prepared it?

Mr. WILLIAMS. No; he had some cases there then, and he said, "Here is one brief," and I took ahold of it.

Mr. BROWN. When he told you that he had some cases there then, what was your understanding of his statement? I want to know whether he was preparing or completing a brief for the Erie, or had he before him a case for adjudication in which the Erie was a party?

Mr. WILLIAMS. He was not making the brief.

Mr. BROWN. He was passing on the case and the brief had been prepared and filed by the lawyers for the Erie Co. Is that your understanding?

Mr. WILLIAMS. It was a printed matter.

Mr. BROWN. Your understanding was he was passing on a case in which the Erie Co. was a party, and this brief was a brief filed by the attorney for the Erie Railroad in that case?

Mr. WILLIAMS. Yes, sir.

Mr. BROWN. Did the judge allude to this brief or refer to it in any way?

Mr. WILLIAMS. I asked him what did that mean.

Mr. BROWN. He defined what the term "lighterage" meant?

Mr. WILLIAMS. He said he had passed upon a couple of cases for them before. He said there are more cases.

Mr. BROWN. You refer to the lighterage case? What did he say about it? Did he connect the lighterage case with the culm-bank transaction?

It is not necessary that you should give me the exact words of the judge, but I want the purport of his remarks to you at that time.

Mr. WILLIAMS. I said that he passed on two cases for them before. He did not tell me how he decided them.

Mr. BROWN. What did he say about the lighterage case pending before him then?

Mr. WILLIAMS. Here is some cases yet. That is all he said.

Mr. BROWN. What inference did you draw from this remark?

Mr. WILLIAMS. Well, I have no right to draw any inference; you can draw your own inference.

Mr. BROWN. I want to know what is your understanding of his remarks regarding this lighterage case. What did he mean to imply when he said he had a case pending before him, according to your understanding?

Mr. WILLIAMS. Well, I suppose he meant he had a chance to do something for them or against them.

Mr. BROWN. Were his remarks susceptible of any other construction?

Mr. WILLIAMS. No, sir.

Mr. BROWN. What did he say about Brownell?

Mr. WILLIAMS. He said he was well acquainted with their lawyer. I did not know him. I never heard the name before.

Mr. BROWN. Did he say he would see Brownell about the option?

Mr. WILLIAMS. Yes, sir.

Mr. BROWN. Do you know whether he saw him or not?

Mr. WILLIAMS. I don't remember.

Mr. BROWN. Try to remember whether he ever told you he saw him or not, or indicated that he saw Brownell.

Mr. WILLIAMS. I can't remember whether he saw Brownell or not.

Mr. BROWN. Can you remember whether he said he was going to New York to see him?

Mr. WILLIAMS. Yes, sir.

Mr. BROWN. What happened the second time you went?

Mr. WILLIAMS. He gave it to me—the option.

Mr. BROWN. His attitude seemed to have changed completely? You say only one day intervened between your first and second conference? Had the judge done anything other than speak to May personally?

Mr. WILLIAMS. No, sir; because he didn't have time.

Mr. BROWN. State what happened next.

Mr. WILLIAMS. I got the option. I could not say how many days after that I went to see Capt. May again, but I know the judge had met him and talked with him. I don't remember if he saw Brownell. He told me to go and see May again.

Mr. BROWN. You went to see May. Do you remember how many days had elapsed?

Mr. WILLIAMS. I could not say.

Mr. BROWN. The next time you went to see Capt. May his attitude was entirely changed?

Mr. WILLIAMS. Yes, sir.

Mr. BROWN. What took place at the second conference?

Mr. WILLIAMS. He gave me the option.

Mr. BROWN. He seemed to be glad to grant it?

Mr. WILLIAMS. Yes, sir.

Mr. BROWN. Did May give you any explanation for changing his decision?

Mr. WILLIAMS. No; not a word.

Mr. BROWN. You did not ask for any explanation?

Mr. WILLIAMS. No, sir; the judge told me before I went that I could get anything from him.

Mr. BROWN. How was the purchase price that you paid for the Erie equity in the culm bank fixed?

Mr. WILLIAMS. $4,500.

Mr. BROWN. How did you arrive at that amount? Did you discuss it with May?

Mr. WILLIAMS. Yes, sir.

Mr. BROWN. What was the purport of your conversation regarding the price to be paid for this option?

Mr. WILLIAMS. I talked to him about the amount and the quantity of coal with their own engineers. I told him that I got the other half for $3,500. He brought it down. He had it up to $6,000; then he brought it down to $4,500.

Mr. BROWN. At the time did you think that $4,500 was a reasonable price for the Erie interest in the culm bank?

Mr. WILLIAMS. If the other was reasonable, it must be more than reasonable.

Mr. BROWN. Did you think at that time it was a reasonable price to pay for the Erie interest?

Mr. WILLIAMS. I thought I had some advantage.

Mr. BROWN. How great an advantage? What did you honestly believe was the value of the Erie interest in the culm bank at that time?

Mr. WILLIAMS. It was worth $10,000.

Mr. BROWN. Yet you have practically completed negotiations for selling the property for between $30,000 and $40,000? How do you account for the large discrepancy in your estimate?

Mr. WILLIAMS. I suppose it was through his influence that done a good deal of it.

Intermission.

Mr. BROWN. Mr. Williams, I would like to resume your examination relative to the fixing of the purchase price to be paid to the Erie for their equity in the culm bank. You stated that you saw Capt. May, the first time he refused absolutely to negotiate with you relative to this deal; you went back to Judge Archbald and told him what happened, and the judge, as I understand it, indicated displeasure at the actions of May, and intimated to you that he would go over May's head and force him to talk business with you, and at that time he was passing on a case involving lighterage charges.

Mr. WILLIAMS. Something about lighterage, I don't remember what it was.

Mr. BROWN. In which the Erie was a party in interest?

Mr. WILLIAMS. I did not understand what lighterage was.

Mr. BROWN. You do remember the Erie was a party in this case pending before him at that time?

Mr. WILLIAMS. Yes; I seen it, I had the paper book in my hand.

Mr. BROWN. Judge Archbald, according to your theory, saw or communicated with somebody higher up than May in this corporation, and then he told you to go and see May again, and the second time May's attitude had entirely changed, and he was willing to talk business with you.

Will you give me, to the best of your recollection, just the substance of the conversation with May, on the second visit, with especial reference to the method whereby the price to be paid for the culm bank was arrived at.

Mr. WILLIAMS. He figured it up at 12 cents a ton, then he figured it at 6 cents. I told him, why should you ask any more than Robertson; he only asked $3,500. I think your price is high.

Mr. BROWN. What did he say

Mr. WILLIAMS. Well, he figured it down to $4,500.

Mr. BROWN. At what rate per ton?

Mr. WILLIAMS. At 6 cents per ton.

Mr BROWN. Isn't that a very low price for culm, in place?

Mr. WILLIAMS. Yes; we could get from the Laurel line 27½ cents.

Mr. BROWN. Has the price materially increased since you put through the deal with May?

Mr. WILLIAMS. It has increased some.

Mr. BROWN. To what extent?

Mr. WILLIAMS. I could not tell you.

Mr. BROWN. Well, give me an estimate Has it increased, say, 25 per cent in value or 50 per cent, or is the increase comparatively small?

Mr. WILLIAMS. It has increased, maybe, from 5 cents to 6 cents a ton.

Mr. BROWN. So that you estimate that at the time you purchased the Erie interest in this culm bank the culm was probably worth about 20 cents a ton?

Mr. WILLIAMS. Yes, sir; it is not a very rich dump.

Mr. BROWN. I want to get your estimate of the value, per ton, of that culm at the time you got this option from May, as contradistinguished from the present value of the culm.

Mr. WILLIAMS. He estimated we could get nearly $40,000 to lease it by the ton.

Mr. BROWN. You understand, Mr. Williams, I am trying to get at the reasonable value of that culm per ton in place at the time that you put through this option with May?

Mr. WILLIAMS. Well, I have leased 1,000,000 tons at 10 cents per ton.

Mr. BROWN. You mean you have purchased culm at that rate?

Mr. WILLIAMS. I leased it. I leased all he owned from Forest City to Moosic.

Mr. BROWN. It is not material what you leased culm for. I want to know what it was worth in the market, according to your best judgment, at the time the option was granted A moment ago you stated that the value of culm has increased from 5 cents to 6 cents a ton since this transaction occurred. The Laurel line was willing to pay 27½ cents per ton for this culm. Now, the logical inference is, according to your best judgment, at the time you secured this option this culm was worth about 20 cents per ton.

Mr. WILLIAMS. I suppose.

Mr. BROWN. I want a little more definite answer than that. What is your best judgment?

Mr. WILLIAMS. Conn told me he was paying 70 cents per ton for culm at that time. Yes; he told me that.

Mr. BROWN. That evidently was higher than the prevailing market price?

Mr WILLIAMS. Yes, sir. He was paying the Erie 70 cents.

Mr. BROWN. For the same quality of coal?

Mr. WILLIAMS. It was fresh culm from the breaker.

Mr. BROWN. What difference in the value of culm would that make?

Mr. WILLIAMS. I don't know. There might be more carbon in it.

* * * * * * *

Mr. BROWN. You have had a great deal of experience in coal transactions?

Mr. WILLIAMS. Yes, sir.

Mr. BROWN. Do you think it is probable that Mr. May could have, in a deal involving as much money, made an honest mistake in the appraisal of the value of this bank that he was about to sell for the corporation he represented?

Mr. WILLIAMS. I don't know. I believe he said the estimate was of their engineers. Robertson said that the estimate of their engineers was 140,000 tons.

Mr. BROWN. Whose engineers?
Mr. WILLIAMS. The Erie's engineers.
Mr. BROWN. Then you think Capt. May knew at the time that this culm was worth more than he was charging you for it? He knew that the Erie interest in the bank was worth a good deal more to the Hillside Coal & Iron Co. than he was charging for the option?
Mr. WILLIAMS. I couldn't say. I don't think he was ignorant; he handled so much of it.
Mr. BROWN. He was an old, experienced coal man, and was a good judge of coal values?
Mr. WILLIAMS. Yes, sir.
Mr. BROWN. Who told you that the Erie engineers had estimated there was 140,000 tons in the bank?
Mr. WILLIAMS. Mr. Robertson.
Mr. BROWN. Where did he get it?
Mr. WILLIAMS. From their engineers.
Mr. BROWN. Who were their engineers?
Mr. WILLIAMS. I don't know. May told me that day that they estimated it, but I think he told me at first that it was 140,000.
Mr. BROWN. What made him change the amount?
Mr. WILLIAMS. I don't know; I think he told me the same as Robertson told me.
Mr. BROWN. Told you when?
Mr. WILLIAMS. In the office.
Mr. BROWN. At what time?
Mr. WILLIAMS. When I was there the second time.
Mr. BROWN. That at the time he granted the option there was 140,000 tons? I understood you to say a moment ago that he admitted the amount of coal to be only about——
Mr. WILLIAMS. There is a difference in the amount of coal and culm, altogether.
Mr. BROWN. I mean the amount of culm, we are referring to culm. His estimate was based on the amount of coal, and the estimate of the engineers was based on the amount of culm?
Mr. WILLIAMS. Yes, sir.
Mr. BROWN. What is the usual basis of valuation on a culm bank, the amount of coal or culm?
Mr. WILLIAMS. The amount of coal.
Mr. BROWN. Then what was the purpose of the estimate of the engineers that there was 140,000 tons of culm?
Mr. WILLIAMS. We know pretty near how much the percentage of coal is. We knew by the estimate of culm the percentage of coal, after we get the estimate of culm.
Mr. BROWN. Let us get a common basis of computation. You say May's estimate was based on the amount of coal, the engineers' estimate was based on the amount of culm. How does the engineers' estimate of the amount of culm tally with May's estimate of the amount of coal?
Mr. WILLIAMS. The estimate of coal would not run less than 75 per cent.
Mr. BROWN. Seventy-five per cent of the 140,000 tons of coal? You think that is a fair estimate?
Mr. WILLIAMS. Yes, sir.
Mr. BROWN. May must have known that at the time the option was made?
Mr. WILLIAMS. He ought to know; he had so many washeries themselves that would give more percentage than that.
Mr. BROWN. What I want to get at is just this, whether or not there was a reasonable possibility of May having made an honest mistake in calculating the amount of coal or culm in this bank at the time he granted the option to you?
Mr. WILLIAMS. I can not see how he could make a mistake—a man of his experience. With his experience and the report of the engineers of his company to inform him, I can't see how he could make a mistake.
Mr. BROWN. Your theory is that he deliberately miscalculated the amount of coal or culm in the bank?
Mr. WILLIAMS. It looks that way to me.
* * * * * * *
Mr. BROWN. Has any other action been taken with respect to this Hillside property? You are waiting the consummation of the deal with respect to the Katydid bank before taking this other property under consideration; so that in view of these conditions you believe that the price that you have put on this culm, of 27½ cents per ton, in the prospective contract with Conn, is less than you ought to be able to get for the property.
Mr. WILLIAMS. I think we ought to get 40 cents.
Mr. BROWN. You think 40 cents is a conservative estimate of its value to the Laurel line?
Mr. WILLIAMS. Yes, sir.
Mr. BROWN. In other words, you think that the Erie Railroad Co., or rather the Hillside C. & I Co., could have sold their interests in this bank direct to the Laurel line, if they had wished to do so, at a rate of at least 27½ cents.
Mr. WILLIAMS. Yes, sir.
Mr. BROWN. I am speaking of their equity in the property. They could have disposed of that to the Laurel line on that basis of valuation?
Mr. WILLIAMS. Yes; very likely.
Mr. BOLAND. The Erie controlled the bank on account of owning the land and the tracks, and Mr. Robertson had no right in the culm at all. He had a switch and scales, for his good will, and what he had was the personal property and improvements, so that he was claiming $3,500.
Mr. WILLIAMS. At first Capt. May doubted his equity in the bank to me, but I would not make any dispute about it. After that the judge said he did not think Robertson had any equity; then May came to the conclusion that he did, and so did the judge.
* * * * * * *
Mr. BROWN. At the time you got your option from the Hillside C. & I. Co., Mr. May did not believe there was any interest vested in Robertson?
Mr. WILLIAMS. No, sir. He did not know whether he had an interest or not, but after he came to the conclusion that he had.
Mr. BROWN. Just explain your idea of Robertson's interest, just what its limitations were, its nature and extent.
Mr. WILLIAMS. One-half interest.
Mr. BROWN. As I understand it, it had certain qualifications to it?
Mr. WILLIAMS. Robertson owned one-half of the culm, outside of chestnut. They did not own any chestnut in his part, if ever there was any chestnut in one-half of it.
The most of the coal he mined came from other property. Even the Erie had not control of that property.

TESTIMONY OF RICHARD BRADLEY.

The PRESIDENT pro tempore. The managers will proceed with their next witness.
Mr. Manager CLAYTON. I would call Mr. Richard Bradley as the next witness.
Richard Bradley entered the Chamber.
The PRESIDENT pro tempore. Give your name and address to the stenographer.
Mr. BRADLEY. Richard Bradley, Peckville, Pa.
Richard Bradley, having been duly sworn, was examined, and testified as follows:
Q. (By Mr. Manager CLAYTON.) Mr. Bradley, I believe you stated that your name is Richard Bradley?—A. Yes, sir.
Q. And that your residence is at Peckville, Pa.?—A. Yes, sir.
Q. What business are you engaged in?—A. I am in the coal business at present.
Q. How long have you been engaged in the coal business?—A. It will be seven years the 19th of this month.
Q. And in that coal business have you had anything to do with the operation of culm dumps or culm banks?—A. Yes, sir. The only way that I have operated coal was through culm banks.
Q. How many culm banks have you owned or operated within the time that you have named in nearly the last seven years?—A. I have been interested in two.
Q. Are you familiar with the Katydid culm dump at Moosic, Pa.?—A. Yes, sir. I have been there and looked the bank over.
Q. How many times have you been there and looked the bank over?—A. I think I make the third trip there.
Q. Did you make a careful inspection of the Katydid culm dump?—A. I can not say that I inspected it very close.
Q. You inspected it close enough to form what you think a pretty accurate idea of its size and its probable contents?—A. Yes, sir.
Q. What was your estimate of its worth to the Erie Railroad Co., or to its subsidiary, the Hillside Coal & Iron Co., or its market worth?
Mr. WORTHINGTON. I object to that question, Mr. President. I do not know how Judge Archbald is to be affected by the opinion that this witness may have had as to what this culm bank was worth to somebody else. Of course, Judge Archbald is to be judged by the knowledge that he had when he entered into this transaction; and how it can be affected by what the witness's judgment was as to the value of the dump to the Erie Railroad Co. I can not conceive.
The PRESIDENT pro tempore. Please propound the question again, or let the stenographer read it, which perhaps would be better.
The Reporter read as follows:
Q. What was your estimate of its worth to the Erie Railroad Co., or to its subsidiary, the Hillside Coal & Iron Co., or its market worth?
Mr. WORTHINGTON. If the question is confined to its market worth I have no objection.
Mr. Manager CLAYTON. Very well, Mr. President; I thought counsel's objection to the question was broader than that. I have no objection to putting it in that way.
Q. (By Mr. Manager CLAYTON.) What was the market value——
Mr. WORTHINGTON. I should like to say here, Mr. President, that we do not concede that the opinion of anybody as to what the value of this dump was or is is competent testimony unless it is shown to have been communicated to Judge Archbald. But we are not making that objection, because that is a matter that can be considered when we come to the argument.
Mr. Manager CLAYTON. I will not stop to tell the President or the Senate why I am seeking to elicit this information; that will appear in the argument; and I think it will then be shown to be perfectly competent testimony. It harmonizes with other testimony in the case which has already been adduced.
Q. (By Mr. Manager CLAYTON.) What is your answer to this question: What was the market value or worth of the Katydid culm dump?—A. How do you mean, Judge? Do you mean to get that coal out and load it on cars, or do you mean right where it lies?
Q. I want to know what it was worth there.—A. You mean on a royalty basis that this coal was worth for a man who——
Q. You can use your own way in answering it. I want your estimate, in other words, of that culm dump.—A. Well, in that culm dump is different sizes of coal and every size carries a different price.
Q. How much did you offer for that culm dump? That will, perhaps, enable you to answer the question better.—A. I offered Mr. Williams the first time I walked over the dump——
Mr. CLARK of Wyoming. We can not hear the witness.
The PRESIDENT pro tempore (to the witness). Speak louder.

A. The first time I walked over the dump with Mr. Williams I offered him $16,000 for it.

Q. Then, afterwards, did you offer him another amount?—A. Yes, sir.

Q. How much was the other amount which you offered him?—A. $20,000.

Q. When was it you offered him $20,000 for the Katydid culm dump?—A. It was on the same day.

Q. What was the worth of that Katydid culm dump at the time you offered Mr. Williams $20,000 for it?—A. Well, a man could have paid $20,000 for that, Judge, and yet could have made a little money on it. That was my idea.

Q. How much in addition to the $20,000 could he have made on it?—A. I thought he ought to make about ten.

Q. After having paid all operating expenses?—A. Yes, sir.

Q. Mr. Bradley, did you meet Mr. Williams in Scranton at any time in 1912 and have a conversation with him about this Katydid culm bank; and, if so, what did he say to you?—A. I met him there in Scranton, and he said to me that he had the dump for sale.

Q. What all did he say and what all did you say?—A. I do not know as I could repeat it all.

Mr. Manager CLAYTON. May I refresh the witness by referring to his previous testimony, Mr. President?

The PRESIDENT pro tempore. The Chair thinks the witness had better state as much of it as he can recollect, and then *if he fails*——

Mr. Manager CLAYTON. I am trying to get him to do so.

The WITNESS. I should like to go along the line as much as I can of the last evidence.

Mr. Manager CLAYTON. I did not hear your answer, Mr. Bradley. Please repeat it.

The WITNESS. I say I would like to go along the line as nearly as I can with the last evidence I gave before.

Mr. Manager CLAYTON. Certainly. Well, state in your own way the transaction you had with E. J. Williams with reference to the purchase of the Katydid culm dump, beginning with the beginning and stating it all in your own way.—A. Well, I went with him to the dump, and from the dump we came back to Scranton. On my way down at the dump I offered $16,000, and after I got back to Scranton we talked it over at Mr. Boland's office and I offered him $20,000. I can not remember that there was a great deal said more than making the proposition and going to see Mr. May to have the contract drawn up for the dump.

Q. Mr. Bradley, prior to your offer of $16,000 for the Katydid culm dump, did Mr. Williams say anything about another offer that he had made to him for the purchase of that dump?—A. Yes, sir.

Q. What did he say in respect to that offer?—A. There was a party—Tom Starr Jones, I think, he spoke of as the name of the party—that had offered twenty-five thousand.

Q. Twenty-five thousand what?—A. Twenty-five thousand dollars.

Q. For what?—A. For the Katydid culm dump. I think that is somewhere near the line.

Q. Did you and he leave each other without having come to any conclusion after you had offered him the $16,000?—A. No, sir; we did not. When I left him, you know, I had offered him the twenty thousand.

Q. Where was it that you offered him the twenty thousand?—A. In Mr. Boland's office.

Q. In Scranton?—A. Yes, sir.

Q. Now, why did you offer him the $20,000 for the culm dump? Was it because you expected to make money on it by its operation?—A. Yes, sir.

Q. What was said in reference to Mr. May by Williams or by you in the conversation with Williams touching the sale and purchase of the Katydid culm dump?—A. Well, there was not anything said very particular about that, I do not think, until we reached Mr. May's office next morning.

Q. How did you find out that May was a necessary party to consult in the transaction?—A. Mr. Williams told me that he got the option from Mr. May.

Q. Did you and the witness go together to see Capt. May?—A. Yes, sir.

Q. When was that?—A. I do not know as I can tell you the day and date for that.

Q. Was it in March or April, 1912?—A. I think it was in May.

Q. Do you remember, if I may refresh your recollection, that you were down here testifying in May, and therefore this transaction was before you testified here in Washington?—A. Yes, sir. It might have been the latter part of April. I can not say just when.

Q. What happened when you and Mr. Williams went to see Capt. May? What did Williams say, what did you say, and what did Capt. May say?—A. Mr. Williams introduced me to Capt. May and said to him that I was the man who was going to buy the dump from him, if Capt. May was satisfied to let me have it—somewhere in those lines.

Q. What else was said, if anything?—A. I never had met Capt. May before; we were strangers, and he wanted me to give him some reference. He wanted to find out whether I was responsible enough to take hold of such a thing or pay for it, or something like that.

Q. After you saw Mr. May, or when you saw Mr. May, was there anything said or considered as to the matter of the title to the Katydid culm dump?—A. No, sir.

Q. Did you consider the title to the dump satisfactory to you?—A. I could not tell until I got the contract from Mr. May, and then I was going to take it to my lawyer and let him look up that point for me—the title.

Q. Do you not remember that before the Judiciary Committee this question was asked you:

> After you saw Mr. May the matter of title was satisfactory to you, was it?

And you answered:

> Well, Mr. May—yes. Mr. May explained it—how much of the bank they owned and how much Mr. Robertson and Mr. Law owned.
>
> The CHAIRMAN. Will you please state in your own way, as nearly as you can, what Mr. May said and what you said?
>
> Mr. BRADLEY. Well, there was not but very little said—very little. Of course, me and Mr. May were strangers to each other there, and he wanted to know of me who would I get—that is, for reference of whether I was responsible, you know, of taking the obligation; and I referred him to a gentleman in Scranton there, and he was satisfied, and we made an agreement that he would go with me down to the bank at 1.20 in the afternoon. * * * So we went down together, Mr. May, Mr. Williams, and myself.

Mr. WORTHINGTON. From what page of the record is that?

Mr. Manager CLAYTON. Page 859.

Q. (By Mr. Manager CLAYTON.) Do you remember, Mr. Bradley, having testified before the Committee on the Judiciary in the House of Representatives last spring in the manner and in the substance to that which I have just read?—A. Yes, sir; that is right.

Q. Is that a correct statement?—A. Yes, sir.

Q. That is the truth?—A. Yes, sir.

Q. That is the truth now?—A. Yes, sir.

Q. And it was the truth then?—A. Yes, sir; that is right.

Mr. Manager CLAYTON. I wish you would give me, Mr. Secretary, the letter from W. A. May, vice president and general manager of this concern, addressed to Mr. Richard Bradley.

The Secretary handed a letter to Mr. Manager CLAYTON.

Q. (By Mr. Manager CLAYTON.) What happened, Mr. Bradley, between you and May and Williams after you three went down to the culm bank?—A. Mr. May and I went over the culm bank and he showed me what banks were there that he meant would be sold under this option. There was one bank there; it was a coarse bank, and he claimed that that bank did not go in with the rest.

Q. You did not understand that you were buying the one that May pointed out as not going in with the rest when you offered the $20,000 for the Katydid culm dump?—A. No, sir.

Q. Mr. Bradley, what else; were there any further negotiations that day by you and Williams in respect to the purchase of the Katydid culm dump? Have you stated all that occurred at the time of the visit of yourself and Williams and May to the Katydid culm dump?—A. I can not say; I do not know that I have left out anything.

Q. After your visit, to which I have just referred, did you get a copy of the letter or contract, one or both, from Capt. May, the vice president and general manager?—A. Yes, sir; I got the contract. The letter I never could remember. But it seems the letter came to me, but I never could recall what it is.

Q. Have you a copy of the original of that letter which you say came to you?—A. No, sir.

Q. Have you looked for it?—A. No, sir.

Q. Do you know where it is?—A. No, sir.

Q. I show to the witness, now, the exhibit U. S. S. Exhibit 8, which is a copy of a letter dated April 13, 1912, addressed to Mr. Bradley, written by Capt. May.—A. Capt. May spoke of the letter before. It seems when I gave him the contract back this letter was somewhere in with the contract, and I had never seen it.

Q. What was it that you remarked? We did not hear it.—A. It seems that that letter was in with the contract.

Q. You received this letter and the contract in the same envelope through the mails?—A. Yes, sir.

Q. Is that what you mean?—A. It seems that way to me. Mr. May had the letter, and claimed it was in the contract after I sent it back.

Q. That is the reason why you think you have not the original letter?—A. I have not got any.

Q. Now, Mr. Bradley, I wish you would pay attention to the reading of this letter. It is already in evidence, but I desire, in order to correctly interrogate the witness, to have it reproduced in the record at this juncture.

The Secretary read as follows:

[U. S. S. Exhibit 8.]

APRIL 13, 1912.

MR. RICHARD BRADLEY, *Peckville, Pa.*

DEAR SIR: Further in the matter of the interest of the Hillside Coal & Iron Co. in the Katydid dump, referred to in mine of the 11th instant to you:

Because of the complications brought to your attention yesterday at the Laurel Line station our attorneys believe that it will be best for you not to do anything whatever in connection with the matter until you hear further from me.

Yours, very truly,

W. A. MAY,
Vice President and General Manager.

(Copy to Mr. E. J. Williams, 626 South Blakely Street, Dunmore, Pa.)

Mr. Manager CLAYTON. Will the Secretary please find the contract which is referred to in that letter?

The Secretary handed Mr. Manager CLAYTON a paper.

Q. (By Mr. Manager CLAYTON.) You have just heard the letter read. Do you think you would recognize the contract which accompanied that letter if you were to see it? Look at this [exhibiting paper] and state whether or not you think that is the paper which was inclosed with the letter. I am now referring to United States Senate Exhibit 5.

The WITNESS (after examining paper). Yes, sir; I think that is it.

Mr. Manager CLAYTON. I will not ask to reproduce this in the evidence, but merely repeat what I said just now, that it is marked "United States Senate Exhibit 5," so that in the argument of the case we can very readily find it. It is a tentative deed from the Hillside Coal & Iron Co., a corporation of the State of Pennsylvania, party of the first part, and E. J. Williams, of the borough of Dunmore, Pa., party of the second part.

Now the letter which you examined a few moments ago and which has been read from the Clerk's desk you say you received, and this contract which you have looked upon, through the mail?

A. Yes, sir; but it seems the letter was with the contract. It does not seem that the letter came by itself.

Q. When you say "it seems," you mean to say that that is your best recollection?—A. Yes, sir.

Q. And what became of that letter and that contract?—A. I gave it to Capt. May.

Q. When did you hand that letter and contract to Capt. May?—A. I think it was either on the 12th or 13th.

Q. Of what month and of what year?—A. April, I think.

Q. What year?—A. 1912.

Q. Did I correctly understand you to say that the 12th or 13th day of April, 1912, is your recollection of the time when you delivered that letter and that form of a contract back to Capt. May?—A. Yes, sir; I think so. I think it is somewhere around there.

Q. Is it your best recollection that it was either on the 12th or 13th day of April, 1912, that you delivered those papers back to Capt. May?—A. I think so; yes, sir.

Q. Where was the delivery had, Mr. Bradley?—A. To the Laurel line station in Scranton.

Q. The Laurel line station is what sort of a building? What is it? Is it a railroad station?—A. Yes, sir.

Q. What railroad?—A. The Laurel line, going from Scranton into Wilkes-Barre.

Q. That is an electric railroad, is it?—A. Yes, sir.

Q. How did you happen to meet Capt. May there at the Laurel line railroad station at the time of the delivery of this letter and contract back to him?—A. Well, I wanted to go down to the dump again to look the dump over. There were some points there I wanted to see before I signed the contract.

Q. And you happened to see Capt. May at the station. Did he know before that that you were going down again to the culm bank?—A. No, sir. I do not think he knew it.

Q. Do you know how it happened that he went to the railroad station at the particular time that you met him on this day that we have talked about?—A. He is there quite frequently each day. I think that is the way he goes to his office in Scranton.

Q. Did you approach him first on the day that this letter and form of a contract were surrendered by you back to Capt. May or did he first approach you?—A. He first approached me.

Q. Please narrate as nearly as you can exactly what he said and what you said.—A. There were but very few words passed between the two of us about the subject. He said to me, "I sent you a contract," I think he said, "yesterday." I said to him, "Yes, sir; I received it." He said, "I wish you would mail me that contract back again." I did not ask him any questions why he wanted me to do that. I said, "Well, I do not have to mail it, Mr. May, I have it in my pocket," and I gave it to him. I said, "I was on my way going down to the dump, and I suppose it isn't any use," or some such remark, "of my going down." "Oh," he said, "you can go if you like." That was about all that was said between him and me at the station.

Q. When Capt. May said that he had sent you a contract, did he tell you how he had sent it—did he say that he had sent it throught the mails?—A. Yes, sir.

Q. Did or did not Mr. May at that time say anything about the reason why he wished the contract back?—A. I think he made some remarks there that his company thought it would be best not to go any further with it until a future time.

Q. Did he say why?—A. No; he did not.

Q. Had you heard anything at that time about a rumor or anything in the shape of a rumor of an investigation into the conduct of Judge Archbald by an officer or an agent of the Department of Justice from Washington?—A. No, sir; I had not.

Q. Nothing was said by you or Mr. May at that time about that?—A. No, sir.

Q. You did not ask him to give any reason why he wanted the contract back, did you?—A. No, sir; I did not.

Q. And he volunteered none?—A. No, sir; he did not.

Q. You merely handed him back the contract; and you think the letter was in with the contract; was that all?—A. That is about all I knew about that.

Q. Did he not assign any reason whatever, Mr. Bradley?—A. No, sir; he did not.

Q. You received a letter dated April 11, 1912, from Mr. May, did you not? I will show you a copy of it. I am referring now to U. S. S. Exhibit No. 6, it being a letter addressed to Mr. Richard Bradley at Peckville, Pa., dated April 11, 1912, and signed by W. A. May, vice president and general manager. I think this letter—Exhibit No. 6—has been read into the record. We have the two letters, and that is the one, I think, which was read awhile ago.

Mr. SIMPSON. The one you read awhile ago was the letter of the 13th.

Mr. Manager CLAYTON. I meant to have read the letter of April 11. That is the one I thought the Secretary was reading. The letter of the 11th, of course, is the one that inclosed the contract. Now, this letter of April 13 which has been read into the record is one that was written when Capt. May had decided not to make the contract, and I should have had that read first, before this one dated April 13.

The PRESIDENT pro tempore. Does the manager desire that they shall be transposed in the record?

Mr. Manager CLAYTON. Yes, Mr. President.

The PRESIDENT pro tempore. Very well.

Mr. Manager CLAYTON. So the letter of the 11th, which transmitted the contract, shall appear first. Now I ask that the letter of April 11 be read.

The PRESIDENT pro tempore. The Secretary will read it.

The Secretary read as follows:

[U. S. S. Exhibit 6.]

APRIL 11, 1912.

MR. RICHARD BRADLEY, *Peckville, Pa.*

DEAR SIR: Herewith please find proposed form of agreement conveying the interest of the Hillside Coal & Iron Co. in the culm piles on the surface of lot 46, situate partly in Lackawanna and partly in Luzerne Counties, Pa.

Will you please confer with Mr. E. J. Williams, to whom I have sent a copy of this letter, in regard to the form herewith and advise whether or not same meets with your approval? If the agreement is satisfactory to you, it will be submitted to the executive officers of the H. C. & I. Co. for their consideration and approval.

Yours, very truly,

W. A. MAY,
Vice President and General Manager.

(Inclosure: Copy to Mr. E. J. Williams, 626 South Blakely Street, Dunmore, Pa.)

Q. (By Mr. Manager CLAYTON.) That is the letter, Mr. Bradley, that I questioned you about and which you said accompanied this contract?—A. Yes, sir; that is right.

Q. That is the letter you say you surrendered back with the contract we have heretofore referred to?—A. Yes, sir.

Mr. Manager CLAYTON. I want the other one, dated the 13th.

The SECRETARY. That is No. 8.

Mr. Manager CLAYTON. I know that letter was read to him awhile ago. So I was right and somebody else was in error, Mr. President. That letter was read awhile ago. I

interrogated the witness about it. I did not think I made a mistake. Now, I desire to have read the letter of April 13.

The Secretary read as follows:

[U. S. S. Exhibit 8.]

APRIL 13, 1912.

Mr. RICHARD BRADLEY, *Peckville, Pa.*

DEAR SIR: Further in the matter of the interest of the Hillside Coal & Iron Co. in the Katydid dump, referred to in mine of the 11th instant to you:

Because of the complications brought to your attention yesterday at the Laurel line station our attorneys believe that it will be best for you not to do anything whatever in connection with the matter until you hear further from me.

Yours, very truly,

W. A. MAY,
Vice President and General Manager.

(Copy to Mr. E. J. Williams, 626 South Blakely Street, Dunmore, Pa.)

Q. (By Mr. Manager CLAYTON.) Mr. Bradley, you have heard that letter read. It is already in evidence. Did you receive a letter of which a copy has just been read from the clerk's desk?—A. Yes, sir; I received that letter.

Q. When did you receive that letter?—A. I can not say just the day and date for that.

Q. Did you not receive it after you had surrendered the contract back to May?—A. Yes, sir.

Q. You saw May before the letter reached you and you gave him back the contract?—A. Yes, sir.

Q. And his former letter?—A. Yes, sir.

Q. After this letter was transmitted to you in the mail?—A. Yes, sir.

Q. You will observe that in the letter which has just been read Capt. May uses this language:

Because of the complications brought to your attention yesterday at the Laurel line station our attorneys believe that it will be best for you not to do anything whatever in connection with the matter until you hear further from me.

Now, does not that refresh your memory so that you can now tell the Senate that May did tell you something about what the complications were? And if it does so refresh your memory, tell us what he said.—A. No, sir; I would tell you. If he had said anything to me I would tell you, but he did not.

Q. You say that Capt. May did not call any complications to your attention at the station?—A. No, sir.

Q. He gave you no reason that because of any complication or for any other cause he desired not to execute the contract?—A. No, sir; he did not make any reference to anything whatsoever.

Q. Now, Mr. Bradley, for the purpose of refreshing your memory I desire to call your attention to a part of the testimony taken before the Committee on the Judiciary of the House of Representatives last spring here in Washington.

Mr. WORTHINGTON. On what page?

Mr. Manager CLAYTON. On page 859:

Is it not a fact that when Mr. May asked you to turn back that contract on account of the complications that had arisen you understood, without his telling you, that it was on account of these reports concerning Judge Archbald's connection with the transaction——

Mr. WORTHINGTON. Mr. President, I think I will object to that. It is a question which was asked this witness before the Judiciary Committee, in which he stated or undertook to state what he thought was in his mind at the time Mr. May asked him to return this contract. There is nothing that he communicated even to Mr. May much less to Judge Archbald, and we are asked to be affected now by what this witness said before the Judiciary Committee as to what he thought Capt. May thought at the time the contract was returned.

The PRESIDENT pro tempore. The Chair understands that the manager is only reading it for the purpose of refreshing the memory of the witness. Is the Chair correct?

Mr. Manager CLAYTON. That is my object.

Mr. WORTHINGTON. Of course; but he wants to refresh his memory about a matter which I think is incompetent.

Mr. Manager CLAYTON. May I conclude the reading and then——

The PRESIDENT pro tempore. The Chair understood the counsel for the respondent to make an objection and——

Mr. Manager CLAYTON. I had not finished reading the statement, Mr. President.

The PRESIDENT pro tempore. The manager will be given an opportunity to finish the question.

Mr. Manager CLAYTON. I will await the pleasure of the Chair.

The PRESIDENT pro tempore. The Chair suggested that the manager finish the question.

Mr. Manager CLAYTON. I did not so understand the Chair.

Mr. WORTHINGTON. In view of what followed in the statement before the Judiciary Committee I think I will withdraw the objection.

Q. (By Mr. Manager CLAYTON.) Then, Mr. Bradley, I will read the question over again. At the time and before the committee, which I have named to you, Mr. FLOYD asked you this question:

Is it not a fact that when Mr. May asked you to turn back that contract on account of the complications that had arisen you understood, without his telling you, that it was on account of these reports concerning Judge Archbald's connection with the transaction, and that you readily returned? Is not that the truth about it? Did you not understand what the complications were, and was it not the fact that rumor and report had connected Judge Archbald with the transaction in such a way that when Mr. May called for the contract back you understood without his telling you what those complications were and willingly surrendered back a contract which would have been to your advantage if executed? Is not that the truth about it?

And then you answered:

Mr. BRADLEY. I have an idea that had something to do with it.

Now, does not that refresh your mind and enable you to answer the question that I asked a while ago?—A. Yes, sir; I remember saying that. I remember answering the question in that way. But I wish to say this: That the day I gave Capt. May back that contract I had never heard nor seen nothing in the paper about Judge Archbald.

Q. You had not seen it in the papers?—A. Oh, afterwards it came out in the paper; I could not say just how many days after I gave the contract back; and there is where I had taken the idea that that was the reason Capt. May wanted the contract back.

Q. Let us see if you will stand by that answer when I further refresh your memory by reading from your testimony given before the Committee on the Judiciary at the time I have heretofore indicated. On page 871, near the bottom:

Mr. Worthington—

The same gentleman who sits here now, you remember. You remember having seen him in the committee?—A. Yes, sir.

Q. (By Mr. Manager CLAYTON.) Mr. Worthington asked you this question:

What is your recollection as to whether anything had appeared in the newspapers about these charges against Judge Archbald, or this proposed investigation, when you had that talk with Mr. May at the Laurel Station on or about the 12th of April?

Mr. BRADLEY. I will tell you; I hardly ever read the paper.

Mr. WORTHINGTON. You do not know whether anything had appeared in the newspapers at that time or not, do you?

Mr. BRADLEY. All I could hear, once in a while somebody would speak about it.

Now, your memory being refreshed, is not that the way the matter happened?—A. Yes, sir.

Q. And is not that the truth?—A. Yes, sir; that is right.

Q. That you did hear once in a while somebody speak of the matter before you surrendered this contract back to Mr. May?—A. Well, that is a kind of a puzzle to me, that contract. When giving the contract back to Mr. May it runs in my mind—I can not say it thoroughly to be a fact, but it runs in my mind that I had never heard anything of the subject of Judge Archbald before I gave the contract back, you understand, but after I gave it back it was in the paper about Judge Archbald.

Q. Is it not a fact that you understood the complication to be this rumored investigation of Judge Archbald's conduct to be the reason why you gave the contract back without making any inquiry?—A. No, sir; that is not it; no, sir.

Q. Why did you give up a profitable contract so readily without making any inquiry?—A. Well, Capt. May wanted it.

Q. And you did it simply because he wanted it?—A. Yes, sir. You see it was not any use to me. The contract would not be any use to me with none of his name. There was nobody's name signed to it at all.

Q. And you did not care to ask him about what reason operated upon him?—A. Yes, sir; that is right.

Q. You readily, without any question at all, surrendered it to him?—A. Yes, sir.

Q. Did Mr. E. J. Williams tell you at the beginning of your negotiations that he had a half interest and Judge Archbald had a half interest in this Katydid culm dump?—A. Yes, sir.

Q. Did he tell you what they had to pay and that they had options from other people? State what he did say about that, if he said anything, as to how they acquired the Katydid culm dump.—A. That is in the sale you mean with somebody else that was after buying the dump?

Q. Yes.—A. Yes; he told me about these parties. Mr. Jones was after buying the dump.

Q. What did he say?—A. That he had offered them $25,000.

Q. And you were buying the Katydid culm dump from Williams and Judge Archbald, were you?—A. Yes, sir.

Q. But you had to ask Capt. May's consent to the transaction?—A. Yes, sir.

Q. Capt. May was president of what concern?—A. Of the——

Q. Hillside Coal & Iron Co.?—A. Yes, sir.

Q. From whom Judge Archbald and Mr. Williams had acquired the property. Is that true?—A. You see Judge Archbald—I never met the judge. I had no talk with him whatso-

ever, more than taking old man Williams's word, and he said he had the selling of the dump, and he said himself and the judge owned the dump. Of course, I did not see the judge and had no talk with him about the matter.

Q. After this contract or paper was surrendered back to Capt. May by you did you have any conversation with Judge Archbald relative to the sale and purchase of the Katydid culm dump?—A. No, sir.

Q. Did you not to go Judge Archbald and talk to him about it and make him some proposition?—A. No, sir.

Q. You did not approach him on the subject at all after that?—A. No, sir.

Mr. Manager CLAYTON. Mr. President, the counsel for the respondent can examine the witness.

Cross-examination:

Q. (By Mr. WORTHINGTON.) Did anybody explain to you why it was that if Mr. Jones was going to buy this dump for $25,000 the owners were selling it to you for $20,000?—A. Well, Jim Dainty kind of made the suggestions on those points, that if I did not want the dump for $20,000 those fellows would buy it and pay twenty-five, and then we would split the difference; he would take two thousand and I would get three thousand.

Q. Did anybody besides Dainty and Williams talk to you about it or suggest your getting this bargain for $20,000?—A. Mr. Boland.

Q. Which Mr. Boland?—A. W. P. Boland.

Q. Did Mr. Boland tell you why he was mixing in it?—A. No, sir; he did not.

Q. Did he tell you he had an interest in it?—A. He told me he did have an interest in it, but he did not have any at that time.

Q. He told you he had had an interest in it, but that he had none then?—A. Yes, sir.

Q. And all these interviews, I think, occurred in Mr. Boland's office, did they not?—A. Yes, sir.

Q. And in Mr. Boland's presence?—A. Yes, sir.

Q. How did you first get informed that there was a chance to buy this dump? Who first spoke to you about it, and where?—A. Mr. Boland put me on in the first start out.

Q. Mr. William P. Boland?—A. Yes, sir.

Q. Where was that?—A. In his office.

Q. Go on and state what he had to do with it after that.—A. Well, he got after me to go and buy the dump, that he thought it was a very good deal for the money.

Q. Did he say anything to you about this $5,000 profit that might be made by reselling it to Jones?—A. No, sir.

Q. Was that said in his presence?—A. No, sir.

Q. You appear to have gone along pretty fast with this transaction. How soon after that first statement to you about it was it that you went to the dump and looked it over?—A. Oh, I think it was two or three days from the time we talked it over first I went down.

Q. How long after you went down to the dump and looked it over was it before you went with Williams to see Capt. May for the purpose of closing up the transaction?—A. I went down in the afternoon to look the dump over and then went to see Capt. May the next morning.

Q. Where did you meet Williams the next morning?—A. In Mr. Boland's office.

Q. In reference to the title to this dump or your idea about the title, whether you were satisfied with the title, I should like to read a little more than Mr. Manager CLAYTON read to you, and ask if this is what you said on that subject, and all you said on that subject, before the Judiciary Committee when you testified there? Reading from page 859 first, I begin a little farther back than the manager did.

The CHAIRMAN. You were satisfied with the title that Williams could give you to it?

Mr. BRADLEY. Well, to get the main points and facts and figures of this thing, I had to go and see Mr. May. I had never met Mr. May before to be really acquainted with him until on that morning.

The CHAIRMAN. After you saw Mr. May, the matter of the title was satisfactory to you, was it?

Mr. BRADLEY. Well, Mr. May—yes. Mr. May explained it—how much of the bank they owned and how much Mr. Robertson and Mr. Law owned.

The CHAIRMAN. Will you please state in your own way, as nearly as you can, what Mr. May said and what you said?

Mr. BRADLEY. Well, there was not but very little said—very little. Of course me and Mr. May were strangers to each other there, and he wanted to know of me who would I get—that is, for reference of whether I was responsible, you know, of taking the obligation.

That is all about the title.

Now, I turn next to page 873, and will read something and ask you whether you said that on the subject at a later stage of your examination.

I find I have an erroneous reference. I pass that for the present and will come back to it.

Q. You said when Mr. May showed you the bank that there was one dump or one part of the dump not included. I did not understand just what you said about that. What was it?—A. There was a dump there with lots of coarse coal and rock mixed together.

Q. What was the shape of that particular dump or part of dump?—A. It was just like a dump. The railroad run out there and dumped it out there with cars.

Q. Was that a large proportion of the whole Katydid dump or only a small proportion?—A. It was quite a chunk that laid there.

Q. Quite a chunk?—A. Yes; that is, I mean quite a quantity of stuff in that dump.

Q. You said that when you happened to meet Capt. May, when he asked you to return the contract, you were on the way to the dump again about certain points, or some points. What was that? What were you going there the second time to look at the dump for?—A. Well, the day that Mr. May was there with me the dump was very close to the Erie people's line, and there was not any room for a man to build a plant there on that piece of land, and at the end of the dump on the Erie line the D. & H. had some land leading from that; and I went there to look it over and to see the location and the lay of the land, and then go to the D. & H. and see if I could get that piece of land from them to build the plant. That was my object for that day.

Q. Did you have a plant then that you expected to remove to this place, or were you going to build a new plant to run the dump if you had gotten it?—A. I had not decided on that. I had a plant that I would be through with in the course of two years, but I had not decided on that—whether I could move it and move that dump in time enough to fulfill the contract.

Q. Now, where did you first learn of the investigation or anything about Judge Archbald—about his conduct?—A. About his conduct?

Q. Yes; these charges against him that resulted in this proceeding? How was it that the matter was first brought to your attention that such a thing was coming on?—A. Now, lawyer, I do not know whether I can answer that.

Q. Let me ask you if you did not first see it in a Scranton newspaper?—A. Yes, sir; that is right.

Q. What was that newspaper?—A. I think it was the Scranton Times.

Q. Now, up to the time that you had seen the publication in the Scranton Times had you heard any rumors or talk about the matter at all, or were the rumors and talk that you speak of after you had seen the publication in the Scranton Times?—A. No, sir.

Q. Do you mean that you had heard these rumors before or that you had not?—A. I had never heard anything about Judge Archbald until I seen it in the paper.

Q. Then when you find that paper and find the date of that publication we will know when you first had any idea there was such a thing coming on, will we?—A. Yes, sir.

Q. Mr. Boland rather urged you to buy this dump, did he not, Mr. Bradley?—A. Yes, sir.

Q. Did he not tell you that you could make money out of it?—A. Well, he thought it was a good deal.

Q. And when you offered $16,000, did he not tell you it was worth more?—A. He did.

Q. Are you not mistaken in saying Mr. Boland did not talk to you about the Jones's $25,000 option?—A. No, sir; I do not think Mr. Boland said anything to me about that. I think it was old man Williams talked with me about that.

Q. That was in Mr. Boland's office?—A. No, sir; it was on the street—the sidewalk.

Q. On the sidewalk?—A. Yes, sir.

Q. You do not remember whether there was any talk about Jones's option in Mr. Boland's presence?—A. No, sir; I do not remember that.

Q. You say Mr. Williams told you that Judge Archbald had a one-half interest in that matter with him?—A. He did; yes, sir.

Q. Did he make any suggestion about keeping that fact quiet?—A. Did he?

Q. Did he?—A. He did not say anything about it.

Q. Did anybody suggest it was a secret that Judge Archbald was connected with the matter?—A. Did anybody outside of Mr. Williams, you mean?

Q. Did Mr. Williams suggest it was a matter to be kept secret?—A. No, sir.

Q. Well, I ask, Did anybody?—A. No, sir; not to me, they did not.

Q. Mr. Bradley, from your examination of this dump did you come to the conclusion about how many thousand tons of coal

you could get out of it before you offered to pay $16,000 or $20,000 for it?—A. Yes, sir; I investigated kind of like.

Q. Well, how many tons of coal did you think you could get out of it when you offered first $16,000 and then $20,000 for it?—A. I thought it was anywhere from eighty to one hundred thousand tons of coal could be gotten out of it.

Q. It is upon that you based your conclusion that you could pay $20,000 for it and still make money?—A. Yes, sir.

Q. Did you intend to execute that contract if it had not been returned without submitting it to your lawyer?—A. Oh, no, sir; oh, no.

Q. If you had found you did not get a good title from the Hillside Coal & Iron Co. and Mr. Robertson, would you have gone on with the deal?—A. No, sir; I had that privilege from Mr. May. He would send me the contract, and then I would hunt up the title—a copy of the contract—that is what I got. If the title was right, then we would do business together.

Q. When you said that with eighty or ninety thousand tons of coal there you could afford to pay $20,000 and expected to make $10,000, did you include anything for your own services and time in managing the operation?—A. Well, at all times I do not figure that in, but I figure out what it will cost me to build my plant; then figure out what my expenses will be, and whatever is left I call it mine.

Q. Well, you did not deduct anything for your own time and services?—A. No, sir.

Q. How long would it have taken you, in the ordinary course of the operation as you expected to work it, to have finished the plant, the washing, and the delivery of the coal for sale?—A. That is, you mean how long would it take me to build the plant and wash the dump away?

Q. Yes, sir; to finish the job up?—A. Oh, I could do it in two years or two and one-half.

Q. Could you tell us what it would cost in that region to get a man who is competent to manage such a job—to run it?—A. I have got a very good man—a foreman—down at the southside plant at Scranton. I pay him $110 a month.

Q. Well, I mean a man to take your place for the work you were going to do?—A. I don't know as I could answer that question. There is an old saying, if you ever heard it, "Of all your mother's children, you love yourself the best."

Mr. WORTHINGTON. I think that is all, Mr. President.

The PRESIDENT pro tempore. Is there any other question to be asked on the part of the managers?

Mr. Manager CLAYTON. This witness may be discharged, Mr. President.

The PRESIDENT pro tempore. The witness will be finally discharged.

Mr. OVERMAN. Mr. President, it is now after 4 o'clock; this is Saturday evening; few of the Senators are here; and, that being the case, I suggest to the managers that by unanimous consent we have an adjournment. If that is agreeable, I move that the Senate sitting as a Court of Impeachment do now adjourn.

Mr. WORTHINGTON. If I may be permitted, I should like to have action on that motion suspended for just a moment until I speak to the managers about a matter concerning which I have already communicated with them. There is a witness who is detained here whom I wish to call and ask a single question, and the managers have kindly consented that it may be done.

The PRESIDENT pro tempore. Does the Senator from North Carolina withhold his motion for that purpose?

Mr. OVERMAN. I withhold my motion for that purpose.

Mr. WORTHINGTON. It is simply an accommodation to the witness.

The PRESIDENT pro tempore. The witness will be called. Will counsel please indicate the name of the witness?

Mr. WORTHINGTON. He is Mr. Pryor.

TESTIMONY OF W. L. PRYOR—RECALLED.

W. L. Pryor, having been previously sworn, was recalled, and testified as follows:

Q. (By Mr. WORTHINGTON.) Mr. Pryor, I want to ask you whether you heard in Mr. Boland's office, when you were there in the spring of 1911, any conversations between Mr. William P. Boland and Mr. Edward J. Williams in reference to Judge Archbald going to any New York office?—A. There were conversations going on continually in my presence and while I was absent. Mr. Williams was a constant visitor at the office; in fact, every few hours or so.

Q. Well, I ask you specifically whether you heard any conversation between William P. Boland and Williams in reference to Williams getting Judge Archbald to go to the New York office of the Erie Co.?—A. I believe Mr. Boland requested Mr. Williams to see Mr. Archbald and get a letter of introduction from him, I believe, to Capt. May.

Q. After that date did you hear Mr. Williams report that he had not got the option from Capt. May?—A. I think he did; yes, sir. On a subsequent time he came back and acknowledged having had it.

Mr. Manager NORRIS. Mr. President, as I understood, the Senate wanted to adjourn. Counsel is asking the witness questions that are not proper cross-examination. I have no objection, if I will be permitted to cross-examine him. Counsel is really making the witness his own witness now.

Mr. WORTHINGTON. I understand that perfectly.

Mr. Manager NORRIS. He is really offering the witness as his own at this time.

Mr. WORTHINGTON. With reference to this particular matter.

Mr. Manager NORRIS. With that understanding, I have no objection, but it may delay the adjournment for some time.

Mr. Manager CLAYTON. Mr. President, I want respectfully to submit another suggestion, and that is that this witness is now the witness for the respondent, and the counsel for the respondent is asking him leading questions. For instance, he so frames the question that the witness can answer categorically. I submit that the proper way for him to proceed, until the witness has shown an unwillingness, is to ask what was said by the parties and not to state what he wants the witness to give an affirmative answer to or a negative answer to, as the case may be.

Mr. WORTHINGTON. I think, Mr. President, it is perfectly apparent that we can not dispose of this matter in so short a time as I had hoped; so we had better not detain the Senate, if there is a desire to adjourn now.

Mr. OVERMAN. I renew my motion, Mr. President, that the Senate sitting as a Court of Impeachment do now adjourn.

The PRESIDENT pro tempore. The Senator from North Carolina moves that the Senate sitting as a Court of Impeachment do now adjourn.

The motion was agreed to.

Mr. LODGE. I move that the Senate adjourn.

The motion was agreed to; and (at 4 o'clock and 8 minutes p. m.) the Senate adjourned until Monday, December 9, 1912, at 12 o'clock m.

HOUSE OF REPRESENTATIVES.

SATURDAY, *December 7, 1912.*

The House met at 12 o'clock noon.

The Chaplain, Rev. Henry N. Couden, D. D., offered the following prayer:

Father Almighty, boundless the resources, infinite the mercies, plenteous the gifts poured out upon us. Help us as rational beings gifted with the power of choice to lay hold upon these things, make them ours, that we may wisely use them to the uplift of our souls and the furtherance of Thy kingdom, that peace and good will may reign supreme. In the spirit of the Lord Christ. Amen.

The Journal of the proceedings of yesterday was read and approved.

LEGISLATIVE, EXECUTIVE, AND JUDICIAL APPROPRIATION BILL.

Mr. JOHNSON of South Carolina. Mr. Speaker, I move that the House resolve itself into Committee of the Whole House on the state of the Union for the further consideration of House bill 26680, the legislative, executive, and judicial appropriation bill.

The motion was agreed to.

Accordingly the House resolved itself into Committee of the Whole House on the state of the Union, with Mr. GARNER in the chair.

The CHAIRMAN. The House is in Committee of the Whole House on the state of the Union for the purpose of considering the bill, of which the Clerk will read the title.

The Clerk read as follows:

A bill (H. R. 26680) making appropriations for the legislative, executive, and judicial expenses of the Government for the fiscal year ending June 30, 1914, and for other purposes.

The CHAIRMAN. When the committee arose yesterday there was an amendment pending offered by the gentleman from Missouri [Mr. BORLAND], and if there is no objection, the amendment will again be reported.

The Clerk read as follows:

Amend, page 54, line 6, by striking out the word "photostat" and inserting in lieu thereof "photographic reproduction machines."

The CHAIRMAN. The gentleman from South Carolina [Mr. JOHNSON] is recognized.